



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on November 9, 2020 seeking an order to recover monetary loss for unpaid rent, and damages by the tenants. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on February 26, 2021 pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenants did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing the landlord confirmed they delivered notice of this hearing, and their prepared evidence, to the tenants. This was hand-delivered to each of the tenants on November 18, 2020. Two documents attesting to these deliveries, signed by a witness who witnessed that transaction on that same date, are in the landlord’s evidence.

The landlord made an amendment to their Application on January 8, 2021. This was to add another Applicant party as a “secondary agent.” The landlord provided a document attesting to this piece being hand delivered to one of the tenants on January 8, 2021. A witness signed this document on that same date.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the landlord served these documents to the tenants in proper fashion.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, and/or damages, pursuant to section 67 of the *Act*?

Is the landlord entitled to apply the security deposit against any amounts owing, pursuant to section 72 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to its terms. Both the landlord and tenant signed this agreement on February 18, 2018. The tenancy started on March 1, 2018 for a fixed term ending on February 28, 2020. The monthly rent was \$2,100. The tenant paid a security deposit of \$1,050.

According to the landlord in the hearing, the tenants advised the landlord they were going to move out at the end of October 2020. This was around August when the tenants were already late paying rent for a since April 2020. The landlord and tenants made an appointment for a final meeting to inspect the unit at the end of October; however, about two hours prior to the meeting the tenants advised they had already left. The informed the landlord that they key to the rental unit was under the carpet.

Earlier in the tenancy, the landlord presented a payment plan to the tenants. The additional amount payable each month by the tenants in this plan was \$700 per month for rent amounts owing and carried over from previous months.

The landlord completed a monetary order worksheet to add up the rent owing:

| ITEM | \$ AMOUNT | DETAILS |
|--------------|-----------------|----------------------|
| 1 | 2,100 | April rent |
| 2 | 1,600 | May rent owing |
| 3 | 1,100 | June rent owing |
| 4 | 1,100 | July rent owing |
| 5 | 1,100 | August rent owing |
| 6 | 2,100 | September rent owing |
| 7 | 2,100 | October rent owing |
| TOTAL | \$11,200 | |

For each of May, June, July and August, the landlord submitted copies of the amounts that were paid by the tenants each of these months via e-transfer. This shows: \$500; \$1,000; \$1,000; and \$1,000 for each successive month. The remainder for each of those months thus appears on the landlord's worksheet.

After the proposed meeting date, the landlord saw the damages to the rental unit. They had to clean the unit and spent two days doing so. The tenants left behind some furniture, and other items which the landlord had to dispose of. The landlord provided photos showing these items and the need for cleaning.

The landlord added the amount of \$250 for the cleaning that they had to undertake post-tenancy. This is a "self calculation" as indicated on their worksheet. The landlord provided 10 images showing items left behind and certain areas obviously needing cleaning. On their Application, the landlord provided that: "There were odors in the place, dirt on the floor, garbage in the yard, the whole place was messy." Also: "We spent on average 4 hours each day, we calculated with hourly wage of \$15 which is only slightly higher than minimum wage but significantly lower than if hiring someone else to clean. This \$240, and to this the landlord added \$10 for garbage disposal.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. The landlord provided the specific term of the rental amount. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenant left the unit without paying the accumulated balance of outstanding rent amounts. I so award compensation for the balance owing of \$11,200. This is minus any evidence from the tenants to the contrary.

I find the landlord's evidence showing the need for more thorough cleaning is accurate and justifies the cost they claim for this. I find the landlord turning their mind to an appropriate hourly rate, as well as a calculation showing their total amount, shows important steps taken to minimize their loss. I so award the claimed amount of \$250 to the landlord.

The Act section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlord has established a claim of \$11,450. After setting off

the \$1,050 security deposit, there is a balance of \$10,400. I am authorizing the landlord to keep the security deposit amount and award the balance of \$10,400 as compensation to them.

Because they are successful in their application, I grant the \$100.00 cost of the filing fee to the landlord.

Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$10,500. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 1, 2021

Residential Tenancy Branch