



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL-S, MNDL, MNDCL-S, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order pursuant to section 67 of the *Act*;
- an Order to retain the security deposit pursuant to section 38 of the *Act*; and
- an Order to recover the filing fee pursuant to 72 of *Act*.

Only the landlord attended the hearing. The landlord was given a full opportunity to be heard, to present testimony and to make submissions.

The landlord explained the landlord's application for dispute resolution and evidentiary package were sent to the tenant by way of Canada Post Registered Mail on December 31, 2020. The landlord provided the tracking number via oral testimony. Pursuant to section 88, 89 & 90 the *Act*, the tenant is deemed to have been served with these documents on January 4, 2020, five days after their posting.

Issue(s) to be Decided

Is the landlord entitled to a monetary award, including a return of the filing fee?

Can the landlord retain the tenant's security deposit?

Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on November 1, 2017 and ended on December 1, 2020. Rent was \$1,812.20 per month and a security deposit of \$850.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord is seeking a monetary award of \$11,127.51. The landlord detailed this figure in their monetary order worksheet included in evidence but stated this amount included repairs to a floor panel, unpaid rent, and for cleaning associated with the unit following the tenant's departure.

At the hearing, the landlord provided undisputed testimony that the floor had suffered damage resulting from a leaking radiator which the tenant had failed to bring to their attention. The landlord said attempts made to fix the radiator were futile because of the tenant was uncooperative with the tradespeople who came to address the issue. Further, the landlord said professional cleaning was required in the suite following the tenant's departure due to strong presence of a significant number of items left in the unit. The landlord provided photographic evidence of the items that remained following the tenant's departure.

The landlord has also applied for unpaid rent for March, April, May, August, October and November 2020. The landlord included a copy of a rent ledger demonstrating the unpaid rent.

Analysis

Section 7 of the *Act* explains, "If a tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying tenant must compensate the other for damage or loss that results."

Based on the undisputed testimony presented at the hearing and after having reviewed the evidence submitted by the landlord, I find the landlord was successful in his application. The landlord was able to demonstrate loss under section 67 of the *Act* (damage) which was the result of the tenant's actions. I accept the landlord's testimony that professional cleaning was required in the unit following the tenant's departure due to the presence of a larger number of items left in the unit and I find the tenant's rent ledger supports the landlord's claim that rent remains unpaid as described at the hearing. I therefore grant the landlord the entirety of his claim.

Using the offsetting provisions contained in section 72 of the *Act*, the landlord is entitled to retain the tenant's security deposit in full satisfaction against the monetary award issued.

Conclusion

I issue a Monetary Order of \$10,277.51 in favour of the landlord as follows:

Item	Amount
Unpaid rent	\$8,687.40
Cleaning Quote	307.12
Item Disposal	900.00
Floor repair (labour)	500.00
Floor repair (materials)	632.99

Less Security Deposit	(-850.00)
Return of Filing Fee	100.00
	\$10,277.51

The landlord is provided with a Monetary 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 *Residential Tenancy Act*.

Dated: May 3, 2021

Residential Tenancy Branch