



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MULTIPLE REALTY LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FFL

Introduction

On January 3, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent and damage and to keep a security deposit.

The matter was set for a conference call hearing. The Landlord’s agent attended the teleconference hearing; however, the Tenant did not.

The Landlord provided affirmed testimony that on January 7, 2021 the Tenant was sent the Notice of Dispute Resolution Proceeding using registered mail sent to the forwarding address provided by the Tenant at the end of the tenancy. The Landlord provided a copy of the forwarding address, registered mail receipt, and tracking number as proof of service.

I find that the Tenant has been duly served with notice of the hearing in accordance with sections 89 and 90 of the Act. The Notice of Dispute Resolution Proceeding is deemed to have been received by the Tenant on January 12, 2021. The hearing proceeded.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?

- Is the Landlord entitled to a monetary order for damage?
- Can the Landlord keep the security deposit towards the claims?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2019 as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$2,200.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,100.00. The Landlord testified that the Tenant moved out of the rental unit on December 30, 2020.

Unpaid Rent

The Landlord is seeking a monetary order for unpaid rent. The Landlord testified that the Tenant owes the following amounts of unpaid rent:

<u>Date</u>	<u>Amount paid</u>	<u>Amount owing</u>
April 2020	\$0	\$2,200.00
May 2020	\$300.00	\$1900.00
June 2020	\$1,100.00	\$1100.00
July 2020	\$2,000.00	\$200.00
December 2020	\$2000.00	\$200.00
		\$5,600.00

The Landlord testified that the Tenant made a \$600.00 payment towards rent arrears in October 2020 and a \$600.00 payment in November 2020.

The Landlord is seeking unpaid rent in the amount of \$4,400.00.

Cleaning Costs

The Landlord stated that the Tenant left the rental unit unclean. The Landlord is seeking compensation for the cost of cleaning the rental unit. The Landlord testified that the Tenant agreed in writing at the end of the tenancy that the Landlord could retain \$400.00 from the security deposit towards these costs. The Landlord provided a copy of a condition inspection report containing the Tenant's signature indicating the Landlord could keep \$400.00 from the security deposit. The Landlord provided photographs of the condition of the rental unit at the end of the tenancy.

Security Deposit

On January 3, 2020 The Landlord applied to keep the \$1,100.00 security deposit towards their claims.

Analysis

Residential Tenancy Policy Guideline # 3 Claims for Rent and Damages for Loss of Rent provides the following information:

The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement.

Residential Tenancy Policy Guideline #1 Landlord & Tenant - Responsibility for Residential Premises provides that the tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness, and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

Based on the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Unpaid Rent

I find that the Tenant failed to pay all the rent owing under the tenancy agreement. I accept the Landlord's testimony that the Tenant owes \$4,400.00 in unpaid rent.

I award the Landlord the amount of \$4,400.00 in unpaid rent.

Cleaning

I have reviewed the condition inspection report and I find that it indicates the Tenant agreed that the Landlord may have \$400.00 for costs at the end of the tenancy. The Landlord is granted the amount of \$400.00.

Security Deposit

I find that the Landlord applied against the security deposit within 15 days of receiving the Tenant's forwarding address. I authorize the Landlord to retain the \$1,100.00 security deposit in partial satisfaction of the award for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$4,900.00 comprised of \$4,400.00 in unpaid rent; \$400.00 for cleaning costs, and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$1,100.00 towards the award of \$4,900.00, I find that the Landlord is entitled to a monetary order in the amount of \$3,800.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay all the rent owing under the tenancy agreement and is responsible for cleaning costs at the end of the tenancy.

I grant the Landlord a monetary order in the amount of \$3,800.00.

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 07, 2021

Residential Tenancy Branch