



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kenson Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDL-S

Introduction

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

- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent, CL ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenants were served with the landlord's application for dispute resolution hearing package and evidence on January 18, 2021 by way of registered mail to the tenants forwarding address. The landlord provided the proof of service in their evidentiary materials. In accordance with sections 88, 89, and 90 of the Act, I find the tenants deemed served with the landlord's package on January 23, 2021, 5 days after mailing. The tenants did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation for losses or damage to the rental unit?

Is the landlord entitled to recover the filing fee from the tenants for this application?

Background and Evidence

The landlord provided the following sworn testimony. This tenancy originally began as a fixed-term tenancy on March 1, 2018, and continued as a month-to-month tenancy until the tenants moved out on January 1, 2021. Monthly rent was set at \$1,839.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$875.00, and \$636.00 has been returned to the tenants.

The landlord is seeking a monetary order in the amount of \$239.00 in compensation for the cost of carpet cleaning, as well as to replace the burnt out lightbulbs that were not replaced by the tenants. The landlord provided a copy of the condition inspection report, tenancy agreement, and receipts in support of their monetary claim. The landlord is also seeking the recovery of the filing fee for this application.

Analysis

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient and undisputed testimony and evidence to support their monetary claims for losses associated with this tenancy. Accordingly, I find the landlord is entitled to compensation for these losses.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

As the landlord continues to hold \$239.00 of the security deposit, in accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the remaining portion of the security deposit in partial satisfaction of the monetary claim.

Conclusion

I allow the landlord's monetary claim in the amount of \$239.00. I also allow the landlord to recover the filing fee for this application. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the remainder of the tenants' security deposit in partial satisfaction of the monetary award.

I issue a \$100.00 Monetary Order in favour of the landlord for the remaining monetary award.

The tenant(s) must be served with this Order as soon as possible. Should the tenant(s) 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 18, 2021

Residential Tenancy Branch