



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPR-DR, OPRM-DR**

Introduction

This hearing, reconvened from an *ex parte* Direct Request application, dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- An order of possession pursuant to section 55; and
- A monetary award for unpaid rent, damages and loss pursuant to section 67.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. Both named landlords attended and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the Interim Decision and Notice of Hearing as well as all evidentiary materials by registered mail sent on April 22, 2021. The landlord submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on April 27, 2021, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

At the outset of the hearing the landlords testified that the tenant has vacated the rental unit and withdrew the portion of their application seeking an Order of Possession.

The landlord requested to amend their application to modify the amount of the monetary award sought. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure as I find that additional rent coming due as well as the costs of cleaning to a rental unit occupied by the tenant is reasonably foreseeable I allow the landlord to amend their application by increasing the amount of their monetary claim to \$2,629.97.

Issue(s) to be Decided

Are the landlords entitled to a monetary award as claimed?

Background and Evidence

The landlords provided undisputed evidence regarding the following facts. The monthly rent for this tenancy was \$1,026.00 payable on the first of each month. The tenant was responsible for paying their own electrical utilities. A security deposit of \$500.00 was collected at the start of the tenancy and is still held by the landlord.

There is a rental arrear of \$2,104.00 for this tenancy. The tenant failed to pay full rent for the months of December 2020 and January 2021. The tenant vacated the rental unit without paying for their utilities and the landlord incurred costs of \$244.62 for the unpaid utilities for the rental unit.

The tenant abandoned the rental unit without notice or an opportunity to schedule a move-out inspection. The landlord inspected the rental unit in the tenant's absence and found some need for professional cleaning and work. The landlord submits that the total cost of the work is \$281.35.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed evidence of the landlords that there was a rent and utility arrear of \$2,104.00 and \$244.62 respectively. I therefore issue a monetary award in the landlords' favour for those amounts.

I find that the rental unit required some work due to the condition left by the tenant. I am satisfied with the landlord's undisputed evidence including their testimony about the condition of the suite and the nature of work performed that their losses are reasonable, appropriate and attributable to the tenant. Accordingly, I issue a monetary award in the landlord's favour in the amount of \$281.35.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlords to retain the tenant's security deposit in partial satisfaction of the monetary award issued in the landlord's favour

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$2,129.97, allowing for the recovery of the unpaid rent, utilities, cleaning costs and to retain the security deposit for this tenancy. 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 10, 2021

Residential Tenancy Branch