



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDL, MNRL, MNDCL, FFL

### **Introduction**

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

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

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:45 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The 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 was granted a substituted service order on January 21, 2021 which allowed the landlord to serve the tenant by way of email. The landlord confirmed in the hearing that they had sent the tenant the hearing documents by way of email on or about January 15, 2021. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's materials, 3 days after emailing. The tenant did not submit any written evidence for this hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for money owed or losses?

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

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

The landlord testified that this month-to-month tenancy began approximately 3 years ago, and ended on October 1, 2020. Monthly rent was set at \$1,800.00, payable on the first of every month. The landlord testified that a security deposit in the amount of \$900.00 was collected, and the tenants had used the security deposit in satisfaction of the September 2020 rent.

The landlord requested the following monetary orders in their claim:

<b>Item</b>	<b>Amount</b>
Unpaid/Loss of Rent for October 1, 2020	\$1,800.00
Unpaid utilities	74.61
Garbage Removal	292.64
Filing Fee	100.00
<b>Total Monetary Order Requested</b>	<b>\$2,267.25</b>

The landlord testified that the tenant moved out, leaving a significant amount of garbage behind. The landlord submitted photos as well as invoices for the garbage removal. The landlord testified that the tenant also failed to pay the rent for October 2020, and utilities in the amount of \$74.61.

### **Analysis**

**Section 26** of the Act, in part, states as follows:

#### **Rules about payment and non-payment of rent**

**26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based on the undisputed testimony and evidence before me, I find that the tenant failed to pay the outstanding rent for October 2020 in the amount of \$1,800.00. Accordingly, I allow this portion of the landlord's monetary claim. I also accept the landlord's testimony that the tenant moved out without paying the landlord the outstanding utilities in the amount of \$74.61, and accordingly, I allow this portion of the landlord's monetary claim.

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 evidence to show that the tenant did not take reasonable care and attention when vacating the home. I find that the landlord provided detailed testimony and evidence to support the losses claimed. Accordingly, I find the landlord is entitled to compensation for these damages.

I am satisfied that the landlord suffered a monetary loss in the amount of \$292.64 for the removal of the garbage the tenant left behind. Accordingly, I allow this portion of the landlord's monetary claim.

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

### **Conclusion**

I issue a Monetary Order in the amount of \$2,267.25 in the landlord's favour under the following terms:

<b>Item</b>	<b>Amount</b>
Unpaid/Loss of Rent for October 1, 2020	\$1,800.00
Unpaid utilities	74.61
Garbage Removal	292.64
Filing Fee	100.00
<b>Total Monetary Order</b>	<b>\$2,267.25</b>

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of 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 28, 2021

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Residential Tenancy Branch