



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, FFT

Introduction

The landlord filed an application for Dispute Resolution (the “Application”) on February 24, 2021 seeking compensation for other money owed by the tenant. Additionally, they asked for reimbursement of the Application filing fee.

The matter proceeded by way of a hearing on June 7, 2021 pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing to the tenant by registered mail on March 8, 2021. In the hearing the landlord tracked the registered mail, and stated that it was delivered on March 10. The landlord had a forwarding address to use for registered mail. This was an address provided to them by social services.

In consideration of the evidence presented by the landlord, and with consideration to s. 89 of the *Act*, I find the tenant was sufficiently served with the notice of this hearing and the landlord’s prepared evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for compensation for other money owed pursuant to section 67 of the *Act*?

Background and Evidence

The landlord provided a copy of the tenancy agreement for this hearing and spoke to its terms. Both the landlord and the tenant signed the agreement on April 13, 2018. The tenancy started on April 27, 2018 on a month-to-month basis. The monthly rent was \$510 and the tenant did not pay a security or pet damage deposit.

The landlord submitted a copy of a 'Condition Inspection Report' as a record of the meeting with the tenant on April 27, 2018. Both parties signed this document.

The tenancy ended on May 31, 2020, with a move-out inspection on June 1, 2020. The tenant requested to end the tenancy on April 27, 2020. The landlord acknowledged the tenant's request with a letter dated May 4, 2020; this set the final move-out date for May 31, 2020. They advised of 2 options of a scheduled move-out inspection meeting for May 29, 2020.

The tenant did not attend the move-out inspection meeting that was scheduled for June 1. The landlord inspected the rental unit on their own and completed a Condition Inspection Report as a record of what they observed. This notes: "Needs junk out", and described miscellaneous shortcomings required "chargeback." Most items indicate "needs cleaning" and this is shown for each separate room in the rental unit.

The landlord provided pictures of what they discovered in the unit on that day. They provided 28 pictures that show left-behind items and miscellaneous dents in the walls, a damaged door lock, and a need for cleaning on kitchen appliances and in the bathroom.

The landlord returned a janitor service to remove junk on June 26, 2020. This amount shown in the invoice as claimed by the landlord is \$480. Another invoice dated July 20, 2020 shows a "general clean up" for the rental unit, for the amount of \$660. In the hearing the landlord explained that time in relation to the amount paid was reduced from this invoice amount. This is to allow for 4 hours which the rental agency will allow for.

In November 2020 the landlord obtained the tenant's forwarding address. The landlord prepared an invoice for the June 2020 billed amounts for cleaning and junk removal. This total amount invoice was \$1,016. In the hearing the landlord stated they provided this invoice to the tenant on November 23, 2020.

The landlord here claims the total amount of \$1,016, for the invoice amounts described above.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. The landlord provided the specific term of the rental amount. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

The *Act* section 37(2)(a) provides that when vacating a unit, the tenant must “leave the rental unit reasonably clean.” Also, the tenant must give the keys to the landlord and allow access to the rental unit.

I accept the photos before me which show the tenant left the unit in a state that required a significant amount of clean-up. I find this is sufficient evidence to award the amount of \$1,016 for other the landlord’s monetary loss.

I find the landlord’s claimed amounts are accurate and verified by the evidence they provided. I give substantial weight to their testimony in the hearing, the evidence in the form of receipts, and photos. I find the landlord attending to the clean-up of the unit and turning their mind to an imminent re-rental of the unit shows important steps taken to minimize their loss.

This amount for \$1,016 represents damages and loss that deserve recompense to the landlord because they stem from the tenant breaching the tenancy agreement and terms of the *Act*. They are significant costs borne and paid for by the landlord. This is the result of the tenant breaching s. 37(2)(a) of the *Act*. The landlord shall receive this amount for compensation.

Because the landlord is successful in their claim, I find they are eligible for the \$100 Application filing fee.

Conclusion

Pursuant to sections 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1,116.00. The landlord is provided with this Order in the above terms and they must serve the tenant with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may file this Order in the Small Claims Division of the Provincial Court and where it will be 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 s. 9.1(1) of the *Act*.

Dated: June 8, 2021

Residential Tenancy Branch