



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MNRL-S, MNDCL-S, FFL

### Introduction

The landlord seeks compensation against its former tenant pursuant to section 67 of the *Residential Tenancy Act* ("Act"). In addition, they seek to recover the cost of the application filing fee, pursuant to section 72 of the Act.

The landlord's agent attended the hearing which was held by teleconference on June 28, 2021 at 1:30 PM. The tenant did not attend the hearing, which ended at 1:35 PM.

The Notice of Dispute Resolution Proceeding was mailed by registered mail on February 25, 2021 and which was signed for by the tenant on March 3. I am satisfied based on evidence provided by the landlord that the tenant was served in compliance with Act and the *Rules of Procedure*.

### Issues

1. Is the landlord entitled to compensation?
2. Is the landlord entitled to recover the cost of the filing fee?

### Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the issues of this dispute, and to explain the decision, is reproduced below.

The tenancy began on May 7, 2019 and ended on February 2, 2021. Monthly rent was \$1,365.00 which was due on the first day of the month. The tenant paid a security deposit of \$682.50 which the landlord currently holds in trust pending the outcome of this dispute. There was in evidence a copy of the written tenancy agreement.

In this application, the landlord seeks \$9,885.02 in unpaid rent. Supporting this claim was a copy of the landlord's tenant ledger document.

In addition, the landlord seeks \$703.00 in compensation to pay for cleaning (\$378.00), for unpaid parking fees (\$200.00), and for unpaid storage fees (\$125.00). Supporting this claim was also the tenant ledger, a parking and storage form signed by both parties and whereby they agreed to the parking and storage charges. In addition, a copy of a cleaning invoice for the rental unit's cleaning was submitted into evidence, along with a copy of a completed Condition Inspection Report.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

### **Claim for Unpaid Rent**

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement.

In this dispute, the landlord's evidence persuades me to find that the tenant failed to consistently pay rent over a period of almost two years, with payments being made here and there, but with an every-increasing arrears balance.

Taking into consideration all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim for unpaid rent in the amount of \$9,885.02.

### **Claim for Cleaning Costs**

Section 37(2) of the Act requires a tenant to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, when they vacate.

The Condition Inspection Report reflects the fact that almost all of the rental unit required cleaning at the end of the tenancy. A cleaning service was retained to clean the rental unit. An invoice submitted into evidence establishes that this service cost the landlord a total of \$378.00.

Taking into consideration all the undisputed testimony and documentary evidence before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving its claim for compensation for the cleaning.

### **Claim for Parking and Storage**

While the parking and storage cannot be considered rent, they are a contracted service or facility under the terms of the tenancy. As such, failure to comply with those terms may be dealt with accordingly under the Act.

The tenant agreed to pay monies in exchange for parking and for storage. They failed to do so. According, I am persuaded on a balance of probabilities that the tenant is liable for those charges in the amount of \$325.00.

### **Claim for Application Filing Fee**

Section 72 of the Act permits me to order compensation for the cost of the filing fee to a successful applicant. As the landlord succeeded in its application, I grant it \$100.00 in compensation to cover the cost of the filing fee.

### **Summary of Award, Retention of Security Deposit, and Monetary Order**

In total, I award the landlord \$10,688.02 in compensation.

Section 38(4)(b) of the Act permits a landlord to retain an amount from a security or pet damage deposit if “after the end of the tenancy, the director orders that the landlord may retain the amount.”

As such, I order that the landlord may retain the tenant’s \$682.50 security deposit in partial satisfaction of the above-noted award.

A monetary order in the amount of \$10,005.52 is therefore issued to the landlord. A copy of this order must be served on the tenant in order for the monetary order to be enforced in court.

Conclusion

I HEREBY:

1. grant the landlord's application in its entirety;
2. authorize the landlord to retain the tenant's security deposit, in full; and,
3. grant the landlord a \$10,005.52 monetary order, which must be served on the tenant. If the tenant fails to pay the landlord the amount owed, the landlord may file and enforce the order in the Provincial Court of British Columbia.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 28, 2021

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Residential Tenancy Branch