



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S, MNDCL-S, FFL, MNDL

### Introduction

The landlord seeks compensation against their former tenant, including recovery of the filing fee, pursuant to sections 67 and 72 of the *Residential Tenancy Act* ("Act").

A dispute resolution hearing was held on Thursday, June 10, 2021 at 1:30 PM. Only the landlord attended the hearing, which ended at 1:47 PM.

### Preliminary Issue: Service of Notice of Dispute Resolution Proceeding

I am satisfied based on the landlord's oral and documentary evidence that the tenant was served with the Notice of Dispute Resolution Proceeding package by way of registered mail, which was delivered April 29, 2021. The Canada Post "track a package" website indicated that the package was signed for by a person whose first initial and last name match that of the tenant. And, the signature provided was that of the tenant.

In addition, the landlord's documentary evidence proves that the tenant was also served, by way of Canada Post registered mail, an amendment to the landlord's application. In this case, however, the Canada Post website indicates that the recipient refused to accept the second package, which was returned to the sender.

Based on the above evidence, I find that the tenant was served the Notice of Dispute Resolution Proceeding package in compliance with the Act and the *Rules of Procedure*, under the Act. Further, the tenant's refusal to accept the second package does not invalidate the service of the second package. In summary, then, I find that the tenant was fully aware of the hearing but simply chose not to attend.

### Issue

Is the landlord entitled to compensation?

### 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 specific issue of this dispute, and to explain the decision, is reproduced below.

The tenancy began on November 8, 2020 and ended on April 17, 2021. Monthly rent was \$1,800.00 and the tenant paid a security deposit of \$800.00. (The security deposit was ordered retained by the landlord pursuant to a previous Residential Tenancy Branch decision.) A copy of the tenancy agreement was in evidence.

Under oath, the landlord testified and confirmed that the tenant's actions caused significant damage to the rental unit. The total cost of the damage was \$2,562.24. Extensively completed monetary order worksheets, along with numerous photographs, receipts, and additional documentation, in support of this claim were submitted.

In addition, the landlord claims \$1,000.00 in strata bylaw fines that were levied against the landlord as a result of the tenant's negligence or wilful misconduct. Documentary evidence supporting this claim was in evidence.

The landlord claims \$7,200.00 in compensation for unpaid rent. Extensive and thorough documentary evidence supporting this claim was submitted into evidence by the landlord.

Finally, the landlord sought an additional \$1,200.00 in compensation for the approximately 40 hours that she spent putting the rental unit back together and into a condition where it could again be rented. The landlord claims this labour at a rate of \$30.00, which is a reasonable market rate at which many housecleaners are paid.

### Analysis

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent.

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.

Finally, section 7 of the Act states that if a party does not comply with the Act, the regulations or a tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

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.

Taking into consideration all of 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 all of her claims.

The tenant did not pay rent as required by the tenancy agreement and the Act, and as such is liable for rent in the amount of \$7,200.00. Next, the evidence before me proves, beyond a doubt, that the tenant left the rental unit in a damaged and unclean condition. He failed to comply with section 37(2) of the Act and resulting damages incurred were \$2,562.24, for which he must pay. The tenant's conduct leading to numerous strata bylaw fines, and thus resulting in a breach of the tenancy agreement, gave rise to the landlord's incurring fines totalling \$1,000.00. The tenant is responsible for paying this. Finally, but for the tenant's leaving the rental unit unclean and damaged, the landlord would not have incurred additional time and labour to the tune of \$1,200.00.

I award the landlord a total of \$12,062.24, which is broken down as follows:

Property damage, repair, and cleaning costs	\$2,562.24
Bylaw fines	1,000.00
Unpaid and lost rent	7,200.00
Labour (personal time expended by landlord)	1,200.00
Residential Tenancy Branch application filing fee	100.00
Total:	\$12,062.24

A monetary order in this amount is issued to the landlord, in conjunction with this decision. While the tenant will receive a copy of the decision by email, the landlord is required to serve (in any manner permitted under [section 88](#) of the Act, or, by email as permitted under [section 43](#) of the *Residential Tenancy Regulation*, B.C. Reg. 477/2003) a copy of the monetary on the tenant, in order for it to be enforceable in court.

Conclusion

I hereby grant the landlord's application.

I grant the landlord a monetary order in the amount of \$12,062.24, which must be served on the tenant. If the tenant fails to pay the landlord, then they may file and enforce the order in the Provincial Court of British Columbia (Small Claims).

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

Dated: June 10, 2021

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Residential Tenancy Branch