



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST SERVICE RESIDENTIAL and
[tenant name suppressed to protect privacy]

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 tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:42 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agent, LK ("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's agent and I were the only ones who had called into this teleconference.

The landlord testified that the tenants were served with the landlord's application for dispute resolution hearing package ('Application') and evidence on March 25, 2021 by way of registered mail. The landlord provided the tracking information for the package during the hearing. The landlord testified that the tenants informed the landlord that they were using a mail forwarding service from the rental address, and to use the rental address as the forwarding address. The landlord noted that the tenant had signed for the package, which was confirmed using the tracking number provided, and shows that the tenant JD had signed for the package on April 6, 2021. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenants deemed served with the landlord's

application and evidence on March 30, 2021, 5 days after mailing. The tenants 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 tenants?

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.

This fixed-term tenancy began on May 1, 2020, and was to end on April 30, 2021. The tenants moved out on January 31, 2021. Monthly rent was at \$1,500.00, payable on the first of the month. The landlord confirmed that they still hold the security deposit in the amount of \$750.00 for this tenancy.

The landlord provided the following list of damages and losses for their monetary claim.

Item	Amount
Unpaid Rent for November 2020	\$1,500.00
Unpaid Rent for December 2020	975.00
Unpaid Rent for January 2021	1,500.00
NSF Fees for November 2020 & December 2020	100.00
Carpet Cleaning	144.00
Suite Cleaning	200.00
Missing Entry Slider Doors	355.00
Filing Fee	100.00
Total Monetary Order Requested	\$4,874.00

The landlord testified that the rent payments for November and December 2020 had bounced, and the tenants had only made partial rent payments in December 2020. The landlord testified that the tenant owed \$3,975.00 in outstanding rent for this tenancy plus NSF fees of \$50.00 each for the months of November and December 2020.

The landlord is also seeking a monetary order for the losses associated with the tenants' failure to leave the home in reasonably clean and undamaged condition.

The landlord submitted copies of the move-in and move-out inspection reports, photos, and invoices in support of their claim.

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 tenants failed to pay the outstanding rent for this tenancy in the amount of \$3,975.00 for this tenancy. I also find that the tenants failed to pay the \$50.00 NSF charges associated with the November and December 2020 payments. 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 provided sufficient evidence to support the losses associated with the tenants' failure to leave the home in reasonably clean and undamaged condition. Accordingly, I allow the landlord's monetary claims for these losses.

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

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenants' security deposit plus applicable interest in partial satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

Conclusion

I issue a Monetary Order in the amount of \$4,124.00 in the landlord's favour under the following terms:

Item	Amount
Unpaid Rent for November 2020	\$1,500.00
Unpaid Rent for December 2020	975.00
Unpaid Rent for January 2021	1,500.00
NSF Fees for November 2020 & December 2020	100.00
Carpet Cleaning	144.00
Suite Cleaning	200.00
Missing Entry Slider Doors	355.00
Filing Fee	100.00
Less Security Deposit Held	-750.00
Total Monetary Order	\$4,124.00

The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible. Should the tenants 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: August 26, 2021

Residential Tenancy Branch