



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL-S FFL

Introduction

The landlord seeks compensation for unpaid rent, for costs related to repairing and cleaning the rental unit, and, for the cost of the application filing fee, pursuant to sections 26, 67, and 72, respectively, of the *Residential Tenancy Act* ("Act").

Only the landlord attended the hearing. I am satisfied based on evidence provided that the tenant was served in compliance with Act and the Rules of Procedure. Further, it is important to note that the landlord obtained an order for substituted service from the Residential Tenancy Branch on April 21, 2021, permitting service of the Notice of Dispute Resolution Proceeding and evidence by email. Subsequently, the landlord served the tenant with the Notice of Dispute Resolution Proceeding and evidence by email, and documentary evidence of this service was submitted as proof of service.

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 my decision, is reproduced below.

The tenancy began on July 1, 2021 and ended on March 9, 2021. Monthly rent was \$1,200.00 and the tenant paid a security deposit of \$600.00. The landlord currently holds the security deposit in trust pending the outcome of their application. A copy of the written Residential Tenancy Agreement was submitted into evidence.

Two primary claims are made: (1) \$2,400.00 for unpaid rent for February and March 2021, and (2) \$460.76 in what I shall call “cleanup costs,” and which comprise Merry Maids rental unit cleaning (\$334.69), changing a deadbolt lock (\$26.87), and carpet cleaning (\$99.20). Receipts for these cleanup costs, a monetary order worksheet itemizing the amounts, and a completed Condition Inspection Report were submitted into evidence. Also provided were several photographs of the rental unit.

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.

1. Claim for Unpaid Rent

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. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent, and this notice was submitted into evidence.

The landlord testified, and provided documentary evidence to support their submission, that the tenant did not pay rent when it was due for February and March 2021. There is no evidence before me to find that the tenant had a right under the Act to not pay rent.

After considering all of the 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 \$2,400.00 for unpaid rent.

2. Claim for Cleanup 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 photographs of the interior of the rental unit and the completed condition inspection report persuade me to find that the tenant did not leave the rental unit reasonably clean and undamaged. The damage and uncleanliness far exceed what could be considered reasonable wear and tear.

Further, the tenant did not return the keys to the rental unit as required by [section 37\(2\)\(b\)](#) of the Act. This precipitated the landlord having to change the deadbolt lock and incurring the cost.

Taking into consideration all the oral 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 \$460.76 for cleanup costs.

3. Claim for Cost of 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 their application, I grant them \$100.00 in compensation to cover the cost of the filing fee.

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

The landlord is awarded a total of \$2,960.76. Pursuant to section 38(4)(b) of the Act the landlord is authorized to retain the security deposit in partial satisfaction of the award.

Issued to the landlord in conjunction with this decision is a monetary order in the amount of \$2,360.76. As explained, the landlord will need to serve this order on the tenant should the tenant refuse to pay.

Conclusion

The landlord is hereby granted a monetary order in the amount of \$2,360.76, 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: August 19, 2021

Residential Tenancy Branch