



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL-S, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on March 30, 2021 seeking an order to recover the money for unpaid rent, and an order for compensation for damage to the rental unit. Additionally, the landlord seeks to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 30, 2021. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the telephone conference all hearing; the tenant did not attend.

To proceed with this hearing, I must be satisfied that the landlord made reasonable attempts to serve the tenants with this Notice of Dispute Resolution Proceeding. This means the landlord must provide proof that the document has been served by a method allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing the landlord stated they used an email addresses, one for each tenant, by which they regularly communicated with the tenants about all matters of the tenancy. This included as attachments the evidence the landlord presented in this hearing. This was not returned or rejected by each tenant’s email, and the landlord provided proof of delivery, showing the completion on April 1, 2021 at 1:45pm.

I accept the landlord’s undisputed evidence that the package was sent to the tenants via email. Based on the submissions of the landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(f) of the *Act*, and the hearing proceeded in the tenants’ absence.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order for recovery of rent, and/or compensation for damage pursuant to s. 67 of the *Act*?
- Is the landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The landlord provided a copy of the tenancy agreement and spoke to its relevant terms in the hearing. Both parties signed the tenancy agreement on January 31, 2018 for the tenancy starting on February 1. The monthly rent amount was \$1,000, payable on the 1st of each month. The tenant paid an initial security deposit of \$500. The agreement shows that each time a rent payment is behind the scheduled payment date of the 1st of each month, a \$50 fee may be imposed.

In the hearing, the landlord specified that the rental unit was in a new condition at the start of the tenancy.

The landlord explained that the tenants moved out from the unit after the landlord issued the 10 Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”) on February 4, 2021 for unpaid rent. The tenants began moving out around the end of February, and then finally completed the move out in the first week of March.

The landlord provided a comprehensive document entitled ‘Damage Report’. This lists all work performed and associated costs for each day from February 15, 2021 through to March 28, 2021. In total, the amount charged to the tenant is \$11,069.16. For each item, the landlord provided a receipt for the associated amount.

The landlord also provided a photo record showing the state of the rental unit at the end of the tenancy. These 16 photos show holes in doors, a missing closet door, a bedroom door off the hinges, and detritus throughout each room of the rental unit. Each photo is dated, from February 15 through to February 24.

In addition to these pieces of their monetary claim, the landlord listed the rent amounts for January and February, 2021 for the total of \$2,000. The 10-Day Notice shows this amount owing as of February 1, 2021.

In total, the landlord's claim for monetary compensation is \$13,069.16. Adding the \$100 Application filing fee for this hearing, the total amount of the landlord's claim is \$13,169.16.

The tenants did not attend the scheduled hearing and did not provide documentary evidence.

Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide enough 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.

As set out above, the landlord's worksheet shows a comprehensive listing of work undertaken and associated costs. To determine the landlord's eligibility for compensation, I carefully examine the evidence they have presented for each item, to establish whether they have met the burden of proof.

For the amounts claimed for damage and clean-up to the rental unit, I find the landlord has verified the amount they calculated, and provided proof that the amount owing is in relation to this tenancy. As a result, I find the amount \$11,069.16 satisfies the landlord's claim for damage and clean-up costs. I so award this amount to the landlord via monetary order.

For the rent amounts owing, I find the landlord has verified the amount in question and provided proof that the amount owing is in relation to the tenancy. This was documented on

the 10-Day Notice provided by the landlord in evidence. As a result, I find the amount of \$2,000 satisfies the landlord's claim for rent owing; I so award this amount to the landlord via monetary order.

The landlord has properly made a claim against the security deposit and have the right to do so. The landlord is holding this amount of \$500. I order this amount deducted from the total of the rent and damage costs. Reducing the total by \$500 brings the total monetary order to \$12,569.16. Applying the security deposit to an amount owing is permissible by s. 72(2)(b) of the *Act*.

Because the landlord was successful in their Application, I grant the reimbursement of the \$100 Application filing fee.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$12,669.16 for compensation set out above and the recovery of the filing fee for this hearing application. The landlord is provided with this Order in the above terms and the tenant must be served 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 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: August 31, 2021

Residential Tenancy Branch