



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Parallel 50 Realty and Property Management  
Inc and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR-S, MNDC-S, MND-S, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for a monetary loss or other money owed;
- compensation for alleged damage to the rental unit by the tenant;
- authority to keep the tenants' security deposit to use against a monetary award; and
- recovery of the filing fee.

The landlord's agents (agents) attended the hearing; however, the tenant did not attend.

The landlord stated they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on April 29, 2021, one day after being provided the application package by the Residential Tenancy Branch (RTB). The landlord filed a copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing.

I find the tenant was sufficiently served the landlord's application as required by the Act and the hearing proceeded in the tenant's absence.

The agents were informed at the start of the hearing that recording of the dispute resolution is prohibited under the RTB Rules of Procedure (Rules) Rule 6.11, and the agent confirmed they were not recording the hearing.

The agents were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to the requested monetary compensation from the tenant?

Is the landlord entitled to recovery of the filing fee?

Background and Evidence

This tenancy began on August 1, 2020, and ended on March 19, 2021. The monthly rent was \$550 and the tenant paid a security deposit of \$275. Filed into evidence was a copy of the written tenancy agreement.

The landlord's monetary claim as shown on their monetary order worksheet filed into evidence is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning/sanitizing	\$205.00
2. Repairs and replacement	\$5413.01
3. Rent	\$1650.00
4. Move-out incentive	\$1000.00
5. Filing fee	\$100.00
<b>TOTAL</b>	<b>\$8,368.01</b>

The agents submitted that they are entitled to the monetary compensation sought to repair and renovate the extensive damage done to the rental unit during the tenant's

tenancy. The agents submitted that the rental unit was in a brand-new state when the tenancy began as it had just been renovated.

The agents submitted they sought this monetary award to fix the damage and bring the rental unit back to a habitable condition.

The landlord submitted photographs of the rental unit right after the tenant vacated, as well as the condition inspection report (Report), notating the extensive damage. Additionally, the landlord filed receipts and invoices for the amounts claimed.

These photographs included a huge amount of debris and garbage present in the unit along with significant physical damage to the entire premises, such as missing cabinet doors and floor damage. Amongst the items shown in the landlord's photographs were needles, dog feces, personal property left by the tenant, and the stove/oven showing a large amount of filth. The property pictured shows that the rental unit would be considered uninhabitable by a reasonable person.

The agents also referred to their tenant ledger sheet showing that the tenant accumulated a total rent deficiency of \$1650.00, which did not take into account late fees.

In addition, the landlord claimed \$1000.00, which was the amount they paid the tenant as a move-out incentive, which was explained as a fee offered the tenant to vacate the premises voluntarily so that they did not have to have him removed by a bailiff, enforcing their order of possession of the rental unit awarded to the landlord. Instead of moving out of the residential property, the tenant collected the \$1000.00 and moved into the downstairs unit occupied by his father.

The tenant did not attend the hearing and no evidence or submissions were provided

### Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and

order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

At the hearing, the agent explained that they had incurred loss as a result of the significant damage done to the rental property. This was along with the costs associated with removing the personal property from the rental unit, repairing the fixtures and flooring, and cleaning and sanitizing necessary to bring the rental unit back to a habitable state and for accumulated unpaid rent. The landlord provided photographs showing the damage along with receipts in support of these costs.

*Residential Tenancy Policy Guideline #16* notes, “The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due.” This *Guideline* continues by explaining, “the party who suffered the damage or loss can prove the amount of or value of the damage or loss.”

I find that the landlord provided sufficient evidence that the tenant did not leave the rental unit reasonably and undamaged, less reasonable wear and tear. I therefore find the tenant did not comply with his obligation under the Act, and that it was necessary for the landlord to incur the costs claimed. Furthermore, I find the photographs submitted in evidence to accurately show the extent of the damage caused by the tenant and that these costs were reasonable.

I therefore find the landlord submitted sufficient evidence to support their claim of \$205.00 for cleaning and sanitizing and \$5413.01 for repairs, replacement, and garbage disposal. I therefore find the landlord has established a monetary claim of \$5618.01

As to the unpaid rent, I find the landlord submitted sufficient evidence by way of the tenant ledger sheet that during the tenancy, the tenant accrued a total rent deficiency of \$1650.00, which was owed under the tenancy agreement. I therefore find the landlord has established a monetary claim of \$1650.00.

As to the landlord’s claim for a move-out incentive, an applicant can only recover damages for the direct costs of breaches of the Act or the tenancy agreement in claims under Section 67 of the Act. The offer of an incentive to move is a choice made by the landlord and not a violation of the Act or tenancy agreement. I therefore find I have no

authority to award the landlord recovery of a move-out incentive and I dismiss this claim, without leave to reapply.

Due to their successful application, I grant the landlords recovery of their filing fee of \$100.00.

Using the offsetting provisions contained in section 72 of the Act, the landlord may withhold the tenant's security deposit in partial satisfaction for a return of the monetary award.

### Conclusion

I issue a monetary order of \$7093.01 in favour of the landlord as follows:

ITEM	AMOUNT
1. Cleaning/sanitizing	\$205.00
2. Repairs and replacement	\$5413.01
3. Rent	\$1650.00
4. Filing fee	\$100.00
5. Less security deposit	(\$275.00)
<b>TOTAL</b>	<b>\$7093.01</b>

The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this order as soon as possible to be enforceable. Should the tenant 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: October 20, 2021

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Residential Tenancy Branch