



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding First United Church Social Housing
Society and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent of \$4,545.00; compensation for damage and losses of \$1,281.70, retaining the security deposit to apply to these claims; and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord, D.A. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Agent and gave her an opportunity to ask questions about it. During the hearing, the Agent was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that she served the Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on April 30, 2021. The Agent provided a Canada Post tracking number as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Agent in the absence of the Tenant.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and the Agent confirmed these addresses in the hearing. She also confirmed her understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The tenancy agreement states, and the Agent confirmed in the hearing that the Parties' periodic tenancy began on August 1, 2016, with a monthly rent of \$950.00, due on the first day of each month. The Tenant's rent was subsidized, and consequently, he had to pay \$588.00 per month to the Landlord. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$244.00, and no pet damage deposit. The Agent said the Landlord still holds the security deposit, pursuant to this Application. The Agent said that the Tenant moved out on March 17, 2021, and that the Landlord credited him for the remaining days in the month for which he did not live there.

#1 UNPAID RENT → \$4,545.00

The Agent said that the Tenant failed to pay his rent repeatedly, as set out in the following chart.

Date Rent Due	Amount Owning	Amount Received	Amount Owning
July 1/20	\$588.00	\$487.00	\$101.00
Aug 1/20	\$588.00	\$0.00	\$588.00
Sep 1/20	\$588.00	\$0.00	\$588.00
Oct 1/20	\$588.00	\$0.00	\$588.00

Nov 1/20	\$588.00	\$0.00	\$588.00
Dec 1/20	\$588.00	\$0.00	\$588.00
Jan 1/21	\$588.00	\$0.00	\$588.00
Feb 1/21	\$588.00	\$0.00	\$588.00
Mar 1/21	\$588.00	\$260.00 ¹	\$328.00
	TOTAL OWING		\$4,545.00
1 Tenant credit \$260.00			

#2 COMPENSATION FOR DAMAGE OR LOSS → \$1,281.70

The Agent described this claim, as follows:

These are move-out damages and cleaning of \$1281.70. There is an enclosed estimate and one invoice to remove his furniture – it's a second-floor apartment. And there was a lot of furniture left in the unit.

The one invoice is \$487.20, and the rest is an estimate. Staff do a lot of the cleaning, so we don't always expense that out to another company, but we charge \$30.00 an hour for 20 hours in this unit for \$600.00. We had to degrease the walls and cabinets, so it was quite a time-consuming effort.

There were two cabinet doors missing, so we charged \$75.00 per door. See the pictures of the kitchen.

Photographs submitted by the Landlord show one door missing under the counter, one door off the hinge, and another door missing from a cupboard above the counter.

The Landlord's 18 photographs show furniture and debris all over the rental unit. The kitchen counter is covered in dirty pans, bags, containers; the floor and open cupboards and shelves have personal belongings and debris throughout. The refrigerator and freezer are full and dirty. A refrigerator drawer is broken. The shower curtain still hangs in the unclean bathroom. There is a tray with personal items, including tooth brushes on the toilet tank lid. The carpets are dirty and covered in old furniture and debris, and

there are holes and marks in the walls. It appears that the Tenant did very little to remove his belongings or to clean the rental unit at the end of the tenancy. This left the Landlord with a lot to do, to prepare the rental unit for the next tenant.

The Agent said: "We didn't charge for the actual damage to the walls. The charges were for the following:"

\$487.20 → junk removal – see invoice
\$600.00 → cleaning estimate – done internally
\$150.00 → two cupboard doors - estimate
\$ 15.00 → aluminum range filter
\$ 2.50 → appliance bulb
\$ 27.00 → oven drip bowls
\$1,281.70

The Landlord submitted an invoice from a junk removal company for the amount claimed. The Agent said that they charged \$30.00 per hour for 20 hours to clean this rental unit.

She said: "The cabinet doors are an estimate, because we're only given 15 days to do all this."

I explained to the Agent that applicants must serve the other party with the Notice of Hearing documents and evidence submitted within three days of receiving the hearing package from the RTB; however, I advised her that a Landlord may obtain additional evidence for service on the other party, as long as it is deemed served on that party at least 14 days before the hearing. For instance, pursuant to section 90 of the Act, a person is deemed served by registered mail five days after the package is mailed. Such evidence must be deemed served 14 days prior to the hearing.

There was no evidence submitted by the Tenant.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 26 of the Act states: "A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the 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.” There is no evidence before me that the Tenant had a right to deduct any portion of the rent from the monthly rent due to the Landlord.

Based on the Landlord’s undisputed evidence, I find that the Tenant owes the Landlord \$4,545.00 in unpaid rent. As such, I award the Landlord with **\$4,545.00** from the Tenant pursuant to sections 26 and 67 of the Act.

Further, I find that the Landlord provided sufficient, undisputed evidence to support their claim for compensation for damages and other money owed in the amount of \$1,281.70. I, therefore, award the Landlord with recovery of **\$1,281.70** from the Tenant, pursuant to section 67 of the Act.

Given their success in this Application, I also award the Landlord with recovery of the **\$100.00** Application filing fee from the Tenant, pursuant to section 72 of the Act.

Summary and Offset

I find that this claim meets the criteria under section 72 (2) (b) of the Act to be offset against the Tenant’s security deposit in partial satisfaction of the Landlord’s monetary award. The Landlord is authorized to retain the Tenant’s **\$244.00** security deposit in partial satisfaction of the award.

I grant the Landlord a Monetary Order from the Tenant for the remaining amount owing, calculated, as follows:

Unpaid Rent award.....	\$4,545.00
Compensation for damage award.....	1,281.70
RTB Application filing fee.....	100.00
Sub-total	\$5,926.70
Less security deposit.....	(244.00)
TOTAL	<u>\$5,682.70</u>

Accordingly, I grant the Landlord a Monetary Order of **\$5,682.70** from the Tenant.

Conclusion

The Landlord is successful in their Application, as they provided sufficient evidence to meet their burden of proof on a balance of probabilities. The Landlord's Application for

recovery of unpaid rent is successful in the amount of **\$4,545.00**. Further, the Landlord is successful in their claim for compensation from the Tenant for losses incurred in the amount of **\$1,281.70**. The Landlord is also awarded recovery of the **\$100.00** Application filing fee from the Tenant.

The Landlord is authorized to retain the Tenant's **\$244.00** security deposit in partial satisfaction of the Landlord's monetary award. I grant the Landlord a Monetary Order under section 67 of the Act from the Tenant in the amount of **\$5,682.70** for the remainder of the monetary award owing by the Tenant to the Landlord.

This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: October 20, 2021

Residential Tenancy Branch