



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDL, MNRL, 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 tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:41 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The 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 and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on April 21, 2021 by registered mail. The landlord provided the tracking information in the hearing. The landlord testified that although the tenant did not provide the landlord with a forwarding address, the landlord had found a receipt for mail forwarding from the rental address for one year. The landlord testified that this is sufficient evidence to show that the tenant was being forwarded the mail from the rental address. I am satisfied that the tenant was still receiving mail at this address through the mail forwarding service. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on April 26, 2021, five days after mailing. The tenant 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 tenant?

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 month-to-month tenancy began on or about August 1, 2016. Monthly rent was set at \$1,000.00, payable on the first of the month. The landlord did not collect a security deposit for this tenancy. The landlord testified that on June 26, 2020, the tenant was served with a 1 Month Notice to End Tenancy for Cause for an effective date of July 31, 2020, and the tenant vacated the rental unit on or about August 14, 2020.

The landlord submitted a monetary worksheet of the following losses they are seeking to recover:

Item	Amount
Unpaid Rent (1/2 April, May-July 2021, ½ August 2021)	\$4,000.00
Unpaid Gas Bill-June 1-August 19	112.98
Interior Repairs & Paint	753.00
Interior Cleaning	150.00
Yard Cleanup, dump runs	500.00
Filing Fee	100.00
Total Monetary Order Requested	\$5,615.98

The landlord testified that the tenant owed half a month's rent for April and August 2021, as well as the entire month's rent for the months of May 2021 through to July 2021, for total outstanding rent of \$4,000.00. The landlord testified that the tenant also owes unpaid utilities of \$112.98. In addition to the unpaid utilities, the landlord testified that the tenant failed to leave the home in reasonably clean and undamaged condition, and failed to maintain the property as required. The landlord submitted the invoices for these losses.

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 tenant failed to pay the outstanding rent for this tenancy in the amount of \$4,000.00, and utilities of \$112.98. Accordingly, I allow these portions 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 losses for the tenant's failure to leave the home in reasonably clean and undamaged condition.

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

Conclusion

I issue a Monetary Order in the amount of \$5,615.98 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenant.

Item	Amount
Unpaid Rent (1/2 April, May-July 2021, ½ August 2021)	\$4,000.00
Unpaid Gas Bill-June 1-August 19	112.98
Interior Repairs & Paint	753.00
Interior Cleaning	150.00
Yard Cleanup, dump runs	500.00
Filing Fee	100.00

Total Monetary Order	\$5,615.98
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The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. 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*.

Dated: October 6, 2021

Residential Tenancy Branch