



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Thames Investments Ltd. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNRL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on June 22, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent;
- a monetary order for damage, or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on December 2, 2021 as a teleconference hearing. Only the Landlord's Agents T.M. and D.L. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 20 minutes before the call ended. 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 Landlords' Agents and I were the only persons who had called into this teleconference.

The Landlords' Agents testified the Tenant did not provide the Landlord with their forwarding address. However, the Landlord was able to locate the Tenant and effectively served the Tenant in person with the Notice of Hearing and documentary evidence package on August 25, 2021. The Landlord's Agents stated that the Tenant was served with further documentary evidence on November 16, 2021 by posting it to the Tenant's door. Based on the oral and written submissions of the Applicant, and in accordance with sections 88, 89, and 90 of the *Act*, I find that the Tenant was sufficiently served with the Notice of Hearing and evidence on August 25, 2021 and further evidence on November 19, 2021. The Tenant did not submit any documentary evidence in response to the Application.

The Landlord's Agents were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage or loss, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
3. Is the Landlord entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?
4. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord's Agents testified to the following; the tenancy began on December 1, 2020. During the tenancy, the Tenant was required to pay rent in the amount of \$2,000.00 and an additional \$50.00 for parking to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$1,000.00 which the Landlord continues to hold. The tenancy ended July 1, 2021.

The Landlord is seeking monetary compensation in the amount of \$4,100.00 in relation to unpaid rent and parking for May and June 2021 as the Tenant failed to pay rent and parking fees to the Landlord during these months before vacating the rental unit. The Landlord provided a copy of the tenancy agreement in support.

The Landlord is also claiming to repair damage and cleaning in the amount of \$1,191.75. The Landlord provided many pictures which captured the condition of the rental unit at the end of the tenancy. The Landlord's Agents stated that the Tenant did not take part in the move out condition inspection despite several offers made by the Landlord. The Landlord provided a copy of the Condition Inspection Report.

No one appeared for the Tenant to dispute the Landlords' claims.

Analysis

Based on the uncontested affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of

probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

Section 26 of the *Act* states that a Tenant must pay the 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.

The Landlord is seeking monetary compensation relating to unpaid rent and parking for May and June 2021 in the amount of \$4,100.00. I find that the Landlord has provided sufficient evidence to demonstrate that the Tenant was required, however, failed to pay rent and parking for both May and June 2021. As such, I find that the Landlord is entitled to compensation in the amount of **\$4,100.00**.

Section 37(2) When a tenant vacates a rental unit, the tenant must;

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and**
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

The Landlord is claiming for compensation relating to cleaning and repairs in the rental unit. I find that the Landlord provided sufficient evidence to demonstrate that the rental unit was clean and in good condition at the start of the tenancy. I find that the Tenant did not leave the rental unit reasonably clean or undamaged at the end of the tenancy, which can be seen in the pictures taken at the end of the tenancy, compared to the details listed on the condition inspection report at the start of the tenancy. As such I find that the Landlord is entitled to compensation in the amount of **\$1,191.75**.

Having been successful, I find the Landlord is entitled to recover the **\$100.00** filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlord retain the security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$4,391.75, which has been calculated below;

Claim	Amount
Unpaid rent/parking:	\$4,100.00
Cleaning/Repairs	\$1,191.75
Filing fee:	\$100.00
<i>LESS</i> security deposit:	<i>-\$1,000.00</i>
TOTAL:	\$4,391.75

Conclusion

The Landlord has established an entitlement to monetary compensation and has been provided with a monetary order in the amount of **\$4,391.75**. The order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 03, 2021

Residential Tenancy Branch