



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT  
COMMISSION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, MNRL, FFL

### Introduction

On August 4, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

L.A. attended the hearing as an agent for the Landlord; however, the Tenant did not make an appearance at any point during the 23-minute teleconference. At the outset of the hearing, I informed L.A. that recording of the hearing was prohibited and she was reminded to refrain from doing so. She acknowledged this term, and she provided a solemn affirmation.

She advised that she served the Tenant the Notice of Hearing and evidence package by registered mail on August 20, 2021 (the registered mail tracking number is noted on the first page of this Decision). She confirmed that this package was not accepted and was returned to sender. She stated that she received this new address for the Tenant from the income assistance ministry and she referenced the email, dated June 11, 2021, submitted as documentary evidence. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant has been deemed to have received the Landlord’s Notice of Hearing and evidence package five days after it was mailed. As such, I have accepted this documentary evidence and will consider it when rendering this Decision.

The Tenant did not submit any documentary evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

L.A. advised that the tenancy started on September 17, 2018 and that the tenancy ended on July 21, 2020, when the Tenant gave up vacant possession of the rental unit, even though an Order of Possession was served on her on July 3, 2020. Rent was established at \$511.00 per month and was due on the first day of each month. A security deposit was not paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

She testified that a move-in inspection report was conducted on September 10, 2018, but it was not submitted as documentary evidence. There was no significant damage noted in this report. As well, she stated that the Tenant did not show up for the move-out inspection on July 20, 2020, so she conducted the inspection in the Tenant's absence. A copy of the move-out inspection report was submitted as documentary evidence.

L.A. advised that the Landlord is seeking compensation in the amount of **\$950.00** because the Tenant damaged the drywall, doors, and door jambs, which required replacing. She referenced the pictures of the damage and an invoice for the cost of the repair to support these claims.

L.A. advised that the Landlord is seeking compensation in the amount of **\$1,200.00** because the Tenant did not clean, and she left a considerable amount of property and refuse behind. She referenced a chargeback cleaning form which outlined what was required to rectify this issue, and she noted that a total of 24 hours was spent on this. She referenced the pictures submitted and the invoice to corroborate the Landlord's position on this loss.

L.A. advised that the Landlord is seeking compensation in the amount of **\$511.00** because the Landlord was unable to re-rent the unit in August 2020 due to the how late in July 2020 the Tenant vacated. As well, due to the unsatisfactory condition that the Tenant left the rental unit in, there was a considerable amount of time spent preparing the rental unit for the next tenant.

L.A. advised that the Landlord is seeking compensation in the amount of **\$1,950.00** because the Tenant did not clean the yard and left a considerable amount of debris behind. She referenced a chargeback cleaning form which outlined what was required to rectify this issue, and she noted that a total of 8 hours was spent on this. She cited the pictures submitted and the invoice to corroborate the Landlord's position on this loss.

Finally, L.A. advised that the Landlord is seeking compensation in the amount of **\$1,157.48** because it was necessary for the Landlord to rent a dumpster to dispose of all the debris and refuse that the Tenant left behind. She referenced the pictures submitted and the invoice to support the Landlord's position.

### Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed upon day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the day the Tenant ceases to occupy the rental unit, or on another mutually agreed upon day. As well, the Landlord must offer at least two opportunities for the Tenant to attend the move-out inspection.

Section 21 of the *Residential Tenancy Regulations* (the "*Regulations*") outlines that the condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the Landlord or the Tenant has a preponderance of evidence to the contrary.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlord to claim against a security deposit for damage is extinguished if the Landlord does not complete the condition inspection reports in accordance with the *Act*.

Section 32 of the *Act* requires that the Landlord provide and maintain a rental unit that complies with the health, housing and safety standards required by law and must make it suitable for occupation. As well, the Tenant must repair any damage to the rental unit that is caused by their negligence.

Section 67 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

As the consistent and undisputed evidence is that a move-in inspection report and a move-out inspection report was conducted, despite the Tenant not showing up for the move-out inspection, I am satisfied that the Landlord did complete these reports in accordance with the *Act*.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

As noted above, 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. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenant fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord prove the amount of or value of the damage or loss?
- Did the Landlord act reasonably to minimize that damage or loss?

Regarding the Landlord's claims for compensation in the amounts of \$950.00, \$1,200.00, \$511.00, \$1,950.00, and \$1,157.48, I am satisfied from the undisputed evidence that the Tenant failed to return the rental unit to a reasonable state at the end of the tenancy and that the Landlord suffered the respective losses in addressing these issues. Furthermore, I am satisfied from the Landlord's consistent and undisputed evidence that these claims have been substantiated in their entirety.

As the Landlord was successful in these claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenant to the Landlord**

Item	Amount
Drywall and door damage	\$950.00
Cleaning and disposal of refuse	\$1,200.00
August 2020 rent	\$511.00
Yard debris removal	\$1,950.00
Dumpster rental	\$1,157.48
Filing fee	\$100.00
<b>Total Monetary Award</b>	<b>\$5,868.48</b>

Conclusion

I provide the Landlord with a Monetary Order in the amount of **\$5,868.48** 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, 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: February 16, 2022

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Residential Tenancy Branch