



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Belmont Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, MNDL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on September 1, 2021 seeking an order to recover the money for unpaid rent, and an order for compensation for damage to the rental unit, and other money owed. Additionally, the Landlord seeks to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 15, 2022. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The Landlord attended the telephone conference all hearing; the Tenants (hereinafter, the “Tenant”) did not attend.

### Preliminary Matter

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with this Notice of Dispute Resolution Proceeding. This means the Landlord must provide proof that they served the document at a verified address allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing the Landlord stated that they used Canada Post registered mail to send the Notice of Hearing to the Tenant. This package included the evidence the Landlord presents in this hearing. The Landlord gave testimony that the address they provided on the registered mail package was that forwarding address the Tenant provided to the Landlord, in writing, when they met to review the condition of the rental unit together on June 16, 2021. That inspection report containing the address is in the Landlord’s evidence. They provided two Canada Post registered mail tracking numbers – this

information appears in the Landlord's evidence, with each label bearing the address provided by the Tenant in the inspection report.

I accept the Landlord's evidence that they sent the package to the Tenant via registered mail. This is what the *Act* requires. Based on the submissions of the landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(c) of the *Act*, and the hearing proceeded in the Tenant's absence.

#### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for recovery of rent, and/or compensation for damage, and/or other money owing, pursuant to s. 67 of the *Act*?
- Is the landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

#### Background and Evidence

The Landlord provided a copy of the tenancy agreement and spoke to its relevant terms in the hearing. Both parties signed the tenancy agreement on December 31, 2020 for the tenancy starting on January 1, 2021. The monthly rent amount was \$1,450, payable on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$725 and a pet damage deposit of \$725.

The Landlord submitted a copy of the Inspection Report completed when the Tenant moved into the rental unit. This shows all of the rental unit as "satisfactory" with certain portions of floors, carpets, and linoleum noted as "cleaned."

The Landlord explained that they obtained an order of possession for the rental unit in 2021. This was the end of the tenancy applied for by the Landlord after they ended the tenancy for repeated unpaid rent. The final move-out date was set for June 11, 2021; however, the final meeting where the parties reviewed the condition of the rental unit was on June 16, 2021.

The Landlord completed the same Inspection Report, updating it to note the condition of the rental unit at the time of the Tenant move out. This shows separate rooms needing

cleaning and notes that furniture was left behind by the Tenant. In the hearing, the Landlord described how the Tenant removed about  $\frac{3}{4}$  of their own personal items; however, they left several items in the rental unit. The Landlord had to dispose of all of these items that are shown in the pictures they provided in their evidence.

The move-out inspection report lists separate items as fees:

- 1 unpaid rent: \$6,520
- 2 carpet cleaning: \$160
- 3 window cover cleaning: \$75
- 4 other cleaning: \$300
- 5 painting: \$250 – the Landlord noted specifically this was for the bathroom
- 6 damage: \$100 – the Landlord noted this was for the carpet at the front door of the rental unit
- 7 furniture removal: \$500

The Tenant signed the report, providing their forwarding address in the required space, on June 16, 2021. The Tenant's name appears in the space in Part V of the document to state they "agree that this report fairly represents the condition of the rental unit." The text immediately above the Tenant's signature provides for their authorization of deduction from the deposits they paid, and their agreement to pay the Landlord the amount by which the balance exceeds the deposit total amount.

The Landlord provided a copy of the Tenant ledger dated August 31, 2021. This lists the payments and outstanding balance for the rental unit, providing the Tenant's name on that document, from January 1, 2021 through to the completion of post-move-out cleaning by July 1, 2021. There are successive line entries for each of the items claimed above that appear on the inspection report, each dated June 11. The accrued rent owing is listed as \$6,520.02 – this is six months of rent (\$1,450) never paid. Double previous payment entries of \$999.99 account for the \$.02 added to the basic rent amount. The Landlord provided photos showing the state of the rental unit, with certain areas needing repair, further cleaning, and several items needing removal.

In total, the landlord's claim for monetary compensation is \$7,905.02. The non-rent items for cleaning, repair and disposal total \$1,385.00.

Adding a \$100.00 Application filing fee for this hearing, the total amount of the landlord's claim is \$8,005.02.

### Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

A landlord may retain an amount from a security deposit and/or pet damage deposit if, at the end of the tenancy, the tenant agrees in writing that the landlord may retain the amount, to pay their liability or obligation. This is set in s. 38(4).

As set out above, the final inspection meeting report identifies the separate amounts: recovery of rent, cleaning costs, damage repairs and disposal fees. The report is proof that the Tenant consented to these amounts and agreed to pay them. I find as fact that the Tenant agreed to the amounts provided by the Landlord – their signature on the report stands as an agreement between the parties on these amounts provided by the Landlord. Additionally, I have carefully examined the pictures the Landlord presented, and I find this evidence establishes they have met the burden of proof to justify the costs. I so award the Landlord \$1,385 in satisfaction of their claim for damages, disposal and cleaning.

For the rent amounts owing, I find the landlord has verified the amount in question and provided proof that the amount owing is in relation to the tenancy. As a result, I find the amount of \$6,520.02 satisfies the Landlord's claim for rent owing; I so award this amount to the landlord via monetary order.

Although the Landlord did not note specific damage due to pets, I find that s. 38(7) of the *Act* applies where the Tenant agreed for the Landlord to use the pet damage deposit for other amounts owing. Additionally, I apply s. 38(4) to find that the Tenant agreed to the Landlord keeping all deposit amounts to pay their liabilities.

The landlord has properly made a claim against the security deposit and have the right to do so. The landlord is holding this amount of \$1,450. I order this amount deducted from the total of the rent, cleaning, disposal, and repair amounts agreed to by the parties. Reducing the total by \$1,450 brings the total monetary order to \$6,455.02.

Because the landlord was successful in their Application, I grant the reimbursement of the \$100 Application filing fee.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$6,555.02 for compensation set out above and the recovery of the filing fee for this hearing application. The Landlord is provided with this Order 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, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: March 16, 2022

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Residential Tenancy Branch