



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by e-mail and personally to the tenant at her place of employment on September 9, 2021 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for repairs and cleaning of the rental unit and for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on December 16, 2020 for a 1 year fixed term tenancy beginning on January 1, 2021 for a monthly rent of \$1,350.00 due on the first of each month with a security deposit of \$675.00 paid.

The landlord testified the tenant failed to pay rent for the month of July 2021 and after the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent the tenant vacated the rental unit on July 15, 2021. The landlord submitted that as of the date of this hearing the tenant has not paid rent for July 2021. The landlord seeks \$1,350.00.

The landlord seeks compensation for repairs to drywall in the amount of \$225.29. The landlord testified the rental unit had been renovated in November 2020, just prior to the start of this tenancy. The landlord provided photographic evidence to support the need for the repairs and has established the value claimed through the provision of pricing for the supplies required.

The landlord also seeks compensation for the removal of the tenant's belongings she left behind when she vacated the rental unit and the required cleaning once items were removed. The landlord provided photographic evidence that the tenant had left furniture including a couch, dishes in the dishwasher, and tables, as well as garbage throughout the rental unit. The landlord also provided photographic evidence confirming the need to clean the rental unit. In support of this claim the landlord provided invoices for the costs of cleaning the rental unit (\$315.00) and the costs for removing the tenant's belongings (\$510.30).

Analysis

Section 26 (1) of the *Act* stipulates that 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 the *Act*, to deduct all or a portion of the rent.

I accept the landlord's undisputed evidence and testimony that the tenant failed to pay rent for the month of July 2021 when it was due or since. There is no evidence before me that the tenant had a right under the *Act* to deduct any amounts from this rent payment. As a result, I find the landlord is entitled to an award of \$1,350.00 for unpaid rent.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* stipulates that 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.

Based on the landlord's undisputed testimony and documentary evidence, I am satisfied that the tenant failed to comply with her obligation to leave the rental unit reasonably clean and undamaged. As such, I find the landlord has established the tenant has violated her obligations under the *Act*.

I also accept the landlord's undisputed testimony and evidence that as a result, the landlord incurred costs to repair the damage, clean the rental unit, and remove the tenant's possessions that she had abandoned. I am satisfied by the landlord's invoices and confirmation of costs that the landlord has established the value of these losses as claimed. As a result, I find the landlord has established a monetary claim in the amount of \$1,050.59

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,500.59** comprised of \$1,350.00 rent owed, \$1,050.59 repairs, cleaning, and junk removal and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$675.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,825.59**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 01, 2022

Residential Tenancy Branch