



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with the landlords' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent; and
- to recover the cost of the filing fee.

The landlords attended the hearing; however, the tenants did not attend.

The landlord stated they served each tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on or about August 13, 2021. The landlord said they mailed the application package to the forwarding address provided by the tenants on the move-out condition inspection report (Report). The landlords submitted that tenant DS collected the registered mail and the registered mail sent to the other tenant was returned. The tracking numbers for the Canada Post registered mail were provided by the landlords.

I accept the landlords' evidence and find that the tenants were served the application and notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlords were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions and/or arguments are reproduced here.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlords were informed prior to the start of the hearing they were not allowed to record the hearing.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation from the tenants and to recover the cost of the filing fee?

Background and Evidence

This tenancy began on September 1, 2018, and ended on June 23, 2021. The monthly rent was \$2,500 and the tenants paid a security deposit of \$1,250. Filed into evidence was a copy of the written tenancy agreement.

The landlords' monetary claim as shown on their monetary order worksheet filed into evidence is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. June 2021 unpaid rent	\$2,500.00
2. June Covid repayment	\$375.00
3. July Covid repayment	\$375.00
4. Cleaning	\$500.00
5. Replace faucet	\$89.58
6. Replace workbench	\$510.00
7. Dryer	\$569.52
8. Washer	\$588.00
9. Stove	\$722.40
TOTAL	\$6,229.50

The landlords submitted the tenants vacated the rental unit on June 23, 2021, without paying the rent for June. In addition, the tenants were on a Covid rent repayment plan, for unpaid monthly rent incurred during the moratorium on rent payments, and failed to

pay the last two installments of \$375 each. The landlords provided a copy of the repayment plan.

The landlords submitted that they are entitled to the monetary compensation sought to clean and repair the rental unit due to the extensive damage done to the rental unit during the tenants' tenancy. The landlords submitted that the rental unit was left in a filthy state by the tenants which required cleaning and garbage removal.

The landlords submitted they sought this monetary award to fix the damage and bring the rental unit back to a habitable condition.

The landlords claimed \$500, but said the total amount incurred would be much higher than that, except that they thought they could keep the security deposit to offset some of the costs.

The landlord submitted photographs of the rental unit right after the tenant vacated, as well as the condition inspection report (Report), notating the extensive damage. These photographs included a huge amount of debris and garbage present in the unit along with significant physical damage to the entire premises. The property pictured shows that the rental unit would be considered uninhabitable by a reasonable person.

As to the faucet replacement, the landlords submitted that a kitchen faucet was replaced in June 2020, which the tenants removed and replaced with a lesser brand in quality and condition. The landlords provided a receipt.

As to the workbench, the landlords submitted that the fixture was being stored as part of the residential property. The tenants were allowed to use the bench, but they dismantled the bench and removed the wood. The landlords estimate the cost to replace and rebuild the workbench as well as replacement of the stored wood is \$510. The landlords supplied photographs of the workbench.

The landlords submitted that the tenants took the existing washer and dryer and stove and replaced them with other appliances. The tenants were asked for an explanation and the whereabouts of the landlords' appliances, with no answer. The landlords submitted they were left with appliances that they had no idea of their age, how they operated and were not their appliances. The landlords provided receipts for the appliances.

The tenants did not attend the hearing and no evidence or submissions were provided.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

As to the landlords' claim for unpaid monthly rent, under section 26 of the Act, a tenant is obligated to rent when it is due under the tenancy agreement. In this case, I find the tenants owed, but did not pay, the monthly rent for June 2021.

I therefore find the landlords submitted sufficient evidence to support their claim of \$2,500 for the unpaid rent for June 2021.

I also find the tenants owed the amount of \$375 for June and July, 2021, each, under the terms of the repayment plan.

As to the remaining claims, at the hearing, the landlords explained that they had incurred a loss as a result of the significant damage done to the rental property and for cleaning. This was along with the costs associated with removing the personal property from the rental unit, repairing the fixtures and flooring, and cleaning and sanitizing necessary to bring the rental unit back to a habitable state and for accumulated unpaid rent.

I also find the tenants removed the landlords' appliances and the kitchen faucet and replaced them with inferior appliances and faucet. The landlord provided photographs showing the damage along with receipts in support of these claimed costs.

Residential Tenancy Policy Guideline #16 notes, "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. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due." This *Guideline* continues by explaining,

“the party who suffered the damage or loss can prove the amount of or value of the damage or loss.”

I find that the landlord provided sufficient evidence that the tenant did not leave the rental unit reasonably and undamaged, less reasonable wear and tear. I therefore find the tenants did not comply with their obligation under the Act, and that it was necessary for the landlord to incur the costs claimed. Furthermore, I find the photographs submitted in evidence to accurately show the extent of the damage caused by the tenant and that these costs were reasonable.

I find the landlord submitted sufficient evidence to support their claim of \$500 for cleaning and sanitizing, replacement of the faucet for \$89.58, \$510 for workbench replacement, \$569.52 for the missing dryer, \$588 for the missing washer, and \$722.40 for the stove. I therefore find the landlord has established a monetary claim of \$2,979.50.

Due to their successful application, I grant the landlords recovery of their filing fee of \$100.

Using my authority under section 62(3) of the Act, despite the landlords not claiming against the tenants' security deposit, I allow the landlords to keep the tenants' security deposit of \$1,250, as the tenants have not thus far provided the landlords with their written forwarding address, and due to my findings of extensive damage to the rental unit by the tenants and cleaning necessary to return the rental unit to a habitable condition, far exceeding their claim of \$500.

Conclusion

I issue a monetary order of **\$6,329.50** in favour of the landlords as follows:

ITEM	AMOUNT
1. June 2021 unpaid rent	\$2,500.00
2. June Covid repayment	\$375.00
3. July Covid repayment	\$375.00
4. Cleaning	\$500.00
5. Replace faucet	\$89.58
6. Replace workbench	\$510.00

7. Dryer	\$569.52
8. Washer	\$588.00
9. Stove	\$722.40
10. Filing fee	\$100.00
TOTAL	\$6,329.50

The landlords are provided with a Monetary Order in the above terms and the tenants must be served with this order as soon as possible to be enforceable. Should the tenants 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 9, 2022

Residential Tenancy Branch