



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL, MNDCL, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on October 09, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in September of 2021 was served to the Tenant via email. The Landlord stated that these documents were sent to the email cited in the substituted service decision of September 29, 2021. The Landlord submitted screen shots of emails, which corroborates this testimony.

I find that these documents have been served in accordance with section 89(1)(e) of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Tenant.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed that he would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for cleaning and unpaid rent?

Background and Evidence

The Landlord stated that:

- the tenancy began on May 01, 2021;
- the rental unit was vacated on August 11, 2021;
- the Tenant agreed to pay monthly rent of \$1,450.00 by the first day of each month;
- the Tenant left property in the rental unit after it was vacated;
- the Tenant still owes \$453.00 in rent for July of 2021 and \$1,450.00 in rent for August of 2021;
- the photographs he submitted that show the condition of the rental unit were taken on August 14, 2021;
- he spent 5 hours cleaning the rental unit; and
- he paid \$94.50 for disposing of property left in the unit.

The Landlord is seeking compensation, in the amount of \$269.50, for cleaning the rental unit and disposing of property left behind by the Tenant.

The Landlord is seeking compensation for unpaid rent from July and August of 2021.

Analysis

On the basis of the undisputed evidence, I find that the Tenant agreed to pay rent of \$1,450.00 by the first day of each month and that he occupied the rental unit on July 01, 2021 and August 01, 2021. As the Tenant occupied the rental unit on those dates, I find that he was obligated to pay rent on those dates, pursuant to section 26 of the *Act*.

On the basis of the undisputed evidence, I find that the Tenant still owes rent of \$1,903.00 for July and August of 2021.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the

amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the testimony of the Landlord and the photographs of the rental unit, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the time he spent cleaning the unit, in the amount of \$175.00. I find this a reasonable amount for the time spent cleaning. I find the Landlord is also entitled to compensation for the cost of disposing of property left behind by the Tenant, in the amount of \$94.50.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,272.50, which includes \$1,903.00 in rent, \$269.50 for cleaning/disposing of property, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order \$2,272.50. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: April 26, 2022

Residential Tenancy Branch