



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL-S, MNDCL-S, 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, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on October 14, 2022 she personally served the Tenant with the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in October of 2022. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 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 participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began in 2019 with a different landlord;
- the Tenant paid a security deposit of \$1,275.00 to the original landlord;
- the Landlord purchased the property in June of 2021;
- monthly rent of \$2,550.00 was due by the first day of each month;
- the rental unit was vacated on October 04, 2022;
- the Tenant did not pay rent for September of 2021;
- the Landlord is seeking compensation for unpaid rent, in the amount of \$2,550.00;
- the Landlord is seeking compensation of \$1,344.00 for removing garbage that was left the rental unit after it was vacated;
- the photographs submitted in evidence by the Landlord were taken on October 04, 2022; and
- those photographs demonstrate the condition of the unit at the end of the tenancy.

The Landlord submitted an invoice for removing garbage from the unit, in the amount of \$1,344.00.

Analysis

On the basis of the undisputed evidence, I find that the Tenant was required to pay monthly rent of \$2,550.00 by the first day of each month; that he resided in the rental unit in September of 2022; and that he did not pay any rent for September of 2022. I therefore find that he owes the Landlord rent of \$2,550.00 for September, pursuant to section 26 of the *Act*.

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 undisputed evidence 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 cost of removing items left in the rental unit, which was \$1,344.00.

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 \$3,994.00, which includes \$2,550.00 for rent, \$1,344.00 for removing garbage, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$1,275.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$2,719.00. 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: May 24, 2022

Residential Tenancy Branch