



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 pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for unpaid rent, and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:41 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 pm. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the recording of a dispute resolution hearing by the attending parties. The landlord confirmed that they understood.

The landlord testified that they attempted to serve the tenants through multiple methods as the tenants did not provide the landlord with a forwarding address. The landlord testified that they had sent the tenants packages by way of registered mail to their business addresses. The landlord also sent text messages which the landlord had observed as "read". The landlord also served the tenants by way of email on September 26, 2021 to an email address that was used in the past for correspondence related to this tenancy. The landlord provided proof of service of these attempted methods.

Although text message and mail to a business address are not accepted forms of service under section 89 of the *Act* and Regulations, email service is. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenants deemed served with the landlord's application and evidence on September 29, 2021. The tenants did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent, money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed term tenancy began on March 1, 2021, and was to end on February 28, 2022. Monthly rent was set at \$2,450.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$1,225.00, which they still holds. The landlord testified that the tenants moved out on August 30, 2021 without any notice after the landlord had filed an application through the Direct Request Proceeding process for an Order of Possession and Monetary Order for Unpaid Rent on August 1, 2021. The landlord successfully obtained both orders on September 8, 2021, but the tenants had already moved out, and did not pay the outstanding rent.

The landlord is applying for the following monetary orders:

Item	Amount
Repairs	\$3,307.50
Strata Fine	250.00
Strata Fine	50.00
Unpaid Rent	2,447.90
Filing Fee	100.00
Total Monetary Order Requested	\$6,155.40

The landlord provided detailed to support their claims, including photos, a spreadsheet of outstanding rent, notice of infractions to support the strata fines, as well as the move-in and move-out inspection reports.

The landlord testified that the tenants not only failed to pay out outstanding rent, the tenants failed to leave the rental unit in reasonably clean and undamaged condition. The tenants also failed to pay the outstanding strata fine and the move-out fee despite being informed that they had to do so.

Analysis

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based on the undisputed testimony and evidence before me, I find that the tenants failed to pay the outstanding rent for this tenancy in the amount of \$2,447.90. Accordingly, I allow this portion of the landlord's monetary claim.

I am also satisfied that the landlord had provide sufficient evidence to support that the tenants had caused the landlord a loss of \$300.00 in strata fines. Accordingly, I allow the landlord to recover these losses.

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient evidence to show that the tenants did not take reasonable care and attention when vacating the home. I find that the landlord provided detailed testimony and evidence to support the losses claimed. Accordingly, I find the landlord is entitled to compensation for these losses.

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

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenants' security deposit in partial satisfaction of the monetary claim.

Conclusion

I issue a Monetary Order in the amount of \$4,930.40 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenants.

Item	Amount
Repairs	\$3,307.50
Strata Fine	250.00
Strata Fine	50.00
Unpaid Rent	2,447.90
Filing Fee	100.00
Less deposit held	-1,225.00
Total Monetary Order	\$4,930.40

The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible. 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*.

Dated: May 26, 2022

Residential Tenancy Branch