



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order of \$2,272.64 for unpaid rent or utilities, damages to the unit, site or property, to offset any amount owed with the tenants' security deposit, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated October 19, 2021 (Notice of Hearing), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served by email on both tenants on October 20, 2021. The landlord submitted a document dated September 26, 2021 that was signed by the landlord and both tenants indicating that both tenants agreed to be served via email and confirmed the email addresses for both parties. Pursuant to section 44 of the *Residential Tenancy Regulation*, which states that documents sent by email are deemed served 3 days after they are emailed, I find the tenants were deemed served as of October 23, 2021.

Given the above, I find this application to be unopposed by the tenants as I find the tenants were duly served and did not attend the hearing.

Preliminary and Procedural Matter

The landlord confirmed their email address at the outset of the hearing. The email address for both tenants was also provided by the landlord. The decision will be emailed to both parties.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenants' security deposit under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on November 11, 2017 and converted to a month-to-month tenancy after November 10, 2018. Monthly rent was \$1,600.00 per month and was due on the first day of each month. The tenant paid a security deposit of \$800.0 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim of \$2,272.64 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning	\$141.75
2. New sink to replaced broken sink	\$136.89
3. Labour to replace sink	\$294.00
4. Unpaid rent for September 2022	\$1,600.00
5. Filing fee	\$100.00
TOTAL	\$2,272.64

Regarding item 1, the landlord has claimed \$141.75 for the cost to clean the rental unit. The landlord testified that the tenants did not do a thorough cleaning before giving their notice to vacate. The landlord stated that although the tenants originally stated that they would be vacating on July 31, 2021, they ended up not vacating until September 26, 2021.

The landlord submitted a cleaning quote for \$250 plus GST but stated that the actual total ended up being less at \$141.75. The landlord also presented several photos to show the need for cleaning such as a dirty oven and dirty blinds.

Regarding item 2, the landlord has claimed \$136.89 for the cost to replace a cracked sink that the landlord stated was only 2 months old when the tenancy began as it had been replaced once already. The landlord submitted a photo showing a crack in the sink and a receipt for the amount claimed. The landlord stated that the tenant thought the crack was a piece of hair, which it was not. The landlord stated that negligence would have caused the crack in the sink as the tenants clearly dropped something heavy to cause the crack.

Regarding item 3, the landlord has claimed \$294.00 to have a plumbing company attend and install the new sink. The invoice for \$294.00 was submitted in evidence.

Regarding item 4, the landlord has claimed \$1,600.00 for unpaid September 2021 rent. The landlord stated that they did not charge the tenants July 2021 rent to help the tenants with their move, and then the tenants did not move until September 26, 2021 and only paid for August 2021 and nothing for September 2021.

The landlord is also seeking the cost of the filing fee.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenants were served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenants. As a result, I find the landlord's application is fully successful in the amount of **\$2,272.64**, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlord's application is successful. I have considered the undisputed testimony of the landlord and that the application was unopposed by the tenants.

I find the tenants breached section 26 of the Act by failing to pay \$1,600.00 for September 2021 rent. I also find the tenants breached section 37(2)(a) of the Act which applies and states:

- 37(2) 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
[emphasis added]

I find the rental unit was not left reasonably clean by the tenants and that the tenants are liable for the \$141.75 cleaning costs. I also find the tenants were negligent when cracking a sink which I find would not crack without dropping something heavy in the sink and to which I find the tenants are liable for the sink parts and labour as claimed.

I authorize the landlord to retain the full security deposit of \$800.00, which has accrued \$0.00 in interest since the start of the tenancy in partial satisfaction of their claim. **I grant** the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of **\$1,472.64**.

Conclusion

The landlord's application is fully successful.

The landlord has established a monetary claim of \$2,272.64 and has been authorized to retain the tenants' full security deposit of \$800.00 to offset that amount. I have granted a monetary order pursuant to section 67 of the *Act*, in the amount owing of \$1,472.64. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The tenants are cautioned that they can be held liable for all costs related to enforcing the monetary order.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenants.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 30, 2022

Residential Tenancy Branch