



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDCL-S, MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on September 30, 2021 seeking an order to recover the money for unpaid rent, and an order for compensation for damage to the rental unit, and other money owed. Additionally, the Landlord seeks to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 29, 2022. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The Landlord attended the telephone conference all hearing; the Tenants (hereinafter, the “Tenant”) did not attend.

Preliminary Matter

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with this Notice of Dispute Resolution Proceeding. This means the Landlord must provide proof that they served the document at a verified address allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing the Landlord stated that they used Canada Post registered mail to send the Notice of Hearing to the Tenant. This package included the evidence the Landlord presents in this hearing. The Landlord gave testimony that the address they provided on the registered mail package was that forwarding address the Tenant provided to the Landlord, via text message, on September 13, 2021, as shown in their evidence. The Landlord provided two registered Canada Post mail tracking numbers – this information

appears in the Landlord's evidence, with each label bearing the address provided by the Tenant in the text message.

I accept the Landlord's evidence that they sent the package to the Tenant via registered mail. This is what the *Act* requires. Based on the submissions of the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(c) of the *Act*, and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for recovery of rent, and/or compensation for damage, and/or other money owing, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement and spoke to its relevant terms in the hearing. Both parties signed the tenancy agreement on November 30, 2020 for the tenancy starting on December 1, 2020. The monthly rent amount was \$2,500, payable on the 1st of each month. The tenant paid a security deposit of \$1,250 and a pet damage deposit of \$1,250.

The agreement specifies that the Tenant would transfer the gas account into their names. The electrical and water utilities would remain in the Landlord's name, to be billed to the Tenant for their portion. The Landlord explained this was divided with a separate structure on the property, using two separate electrical meters as designated by the municipality. The Tenant's share for electricity was designated on a separate meter and invoiced exclusively for that rental unit, and the water utility was 75% for the residential property address.

The Landlord submitted a copy of the Inspection Report completed when the Tenant moved into the rental unit, dated November 30, 2020. This lists all of the incidental issues in the rental unit, such as observations of the floor, appliances, cupboards, and

tiles in the bathroom. The Tenant signed this agreement as an indication they reviewed the condition of the rental unit, and the contents of that report.

The Landlord described how they observed other occupants in the rental unit in July 2021 and they identified this as subleasing by the Tenant. They queried the Tenant on this, and then the Tenant proffered an explanation to say that their relationship had ended. One of the Tenants remained, and that Tenant gave the Landlord a message on August 14, 2021 to state they would end the tenancy in mid-September. They had agreed to pay 2 weeks worth of rent for September; however, they did not pay this to the Landlord. The Landlord then determined the unit was abandoned, with no one present in the rental unit. They waited until September 15 to enter the rental unit and assess the condition of the rental unit.

The Landlord outlined that the Tenant did not pay the full amount of August rent, being \$100 short of the full amount. They added this amount to their claim for ½ of the September rental amount as agreed upon with the Tenant. This total for rent owing after the tenancy ended is \$1,350.

For utilities owing, the Landlord provided utility provider invoices, and a list of calculations. Adding up electricity and water, this total amount is \$1,061.93. The Landlord provided a calculation for the 2 weeks of September, based on average consumption.

The Landlord noted damage to the rental unit after the Tenant moved out; this required maintenance, cleaning, and repairs. For some items they provided invoices for work completed. This includes painting (\$2,535.75) and cleaning (\$1,872.50) and repair labour (\$1,872.78). From the photos provided by the Landlord, I am satisfied of the need for this work to be completed, totalling \$6,281.03. What the Landlord provided for photos show the need for thorough and intensive cleaning within the rental unit and the surrounding yard areas. The need for painting, as indicated on the invoice dated September 28, 2021, was from the smell of smoking from the home. Given the other images that show proof positive of smoking within the rental unit, I find this is an expense to be borne by the Tenant, minus evidence of any cleaning whatsoever completed upon their vacating the rental unit.

The Landlord received a quote for a door replacement. This is \$761.60. Images show a dirty door for one of the entryways and a gouged doorframe. I am not satisfied of the need for door replacement based on the images provided.

Other items are listed on the Landlord's prepared Monetary Order Worksheet, including miscellaneous damaged items within the rental unit, and new keys. These items total \$238.98. The Landlord provided invoices for all of these listed items.

In total, the landlord's claim for monetary compensation is \$9,693.54.

Adding a \$100.00 Application filing fee for this hearing, the total amount of the Landlord's claim is \$9,793.54.

Analysis

The *Act* s. 26 requires a tenant to pay the monthly rent, regardless of any breaches by a landlord, or other monetary amounts a tenant feels is owing.

For the rent amounts owing, I find the Landlord has verified the amount in question and provided proof that the amount owing is in relation to this tenancy. As a result, I find the amount of \$1,350 satisfies the Landlord's claim for rent owing; I so award this amount to the Landlord via monetary order.

The Landlord also provided a thorough breakdown of utilities amounts owing by the Tenant. That amount is \$1,061.93 as verified by the invoices they provided, including calculations of the water utility. I so award this amount to the Landlord via monetary order.

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

As set out above, the Landlord provided ample evidence for their claim for cleaning and repair of damage within the rental unit. I find a substantial portion of the damage involved is from the Tenant's pet(s); therefore, I apply the pet damage deposit amounts to the damage in question, as the *Act* provides for.

The Landlord received a quote for a door replacement. This is \$761.60. Images show a dirty door for one of the entryways and a gouged doorframe. I am not satisfied of the need for door replacement based on the images provided.

The Landlord has properly made a claim against the security deposit and the pet damage deposit and has the right to do so. The Landlord is holding this amount of \$2,500. I order this amount deducted from the total of the rent, cleaning, and repair amounts set out by the Landlord. Reducing the total by \$2,500 brings the total monetary order to \$6,431.94.

Because the landlord was successful in their Application, I grant the reimbursement of the \$100 Application filing fee.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$6,531.94 for compensation set out above and the recovery of the filing fee for this hearing application. The Landlord is provided with this Order in the above terms and the tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: May 3, 2022

Residential Tenancy Branch