



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nest Property Management and Real Estate
Service and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on September 20, 2021 seeking an order for compensation for damage to the rental unit. 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 May 13, 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 they used a verified email provided by the Tenant to send the Notice of Dispute Resolution Hearing. This included the evidence the Landlord prepared in advance. They provided the Tenant’s response to this, dated October 1, 2021. The Tenant responded by stating: “LOLOLOLOLOL talk to you in May”.

I accept the Landlord’s evidence that they sent the package to the Tenant via email. 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)(f),

with the *Residential Tenancy Regulation* referring to an email address as an address for service by the person.

From the Tenant's response, I am satisfied they were aware of the date and time of the dispute resolution hearing. Despite this, they did not attend the hearing.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for compensation for damage, 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 July 26, 2021 for the tenancy starting on August 1, 2021. The monthly rent amount was \$1,195, payable on the 1st of each month. The tenant paid a security deposit of \$597.50 and a pet damage deposit of \$597.50.

One relevant clause in the attached Addendum is that of #14: "The tenant agrees, on vacating the premises, to pay the landlord or have carpets professionally cleaned."

In the hearing, the Landlord described the tenancy ending after the Tenant gave their notice that they would be moving out in mid-August. The end-of-tenancy date was thus August 31, 2021, as indicated by the Landlord on the Application. According to the Landlord this was very short notice from the Tenant, in a timeline not authorized or permitted under with the *Act* or the tenancy agreement. The Landlord pointed to the Addendum clause setting out a liquidated damages amount they would normally apply in these circumstances. The Landlord also noted they obtained new tenants for the rental unit on September 24, 2021.

The Landlord provided a copy of the Inspection Report completed when the Tenant moved into the rental unit, dated July 30, 2021 for the inspection on July 26, 2021. The Tenant signed this document on July 30, 2021.

The Landlord provided a copy of the following Inspection Report completed when the Tenant moved out from the rental unit. They had a joint inspection meeting on August 31, 2021, the final day of the tenancy. According to the Landlord, the Tenant walked out from this meeting before its conclusion. The document lists dirty features throughout each room listed, and in general provided: "Unit not cleaned, carpets need to be cleaned, patch hole I wall behind front door, patch hole in wall in bedroom, broken window in kitchen to be replaced." The report has 110 photos from all locations within the rental unit, showing carpets and walls throughout.

In their evidence, the Landlord provided an invoice for work completed on September 10, 2021. That total is \$1,372.43, for installation/glass of a broken window, carpet cleaning, drywall patches and labour, and a "full clean of unit." This invoice is the full amount of the Landlord's claim for damages.

Adding a \$100.00 Application filing fee for this hearing, the total amount of the Landlord's claim is \$1,472.42.

Analysis

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 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 \$1,195. I order this amount deducted from the total of the damage cleaning amounts set out by the Landlord. Reducing that total by \$1,195 brings the total monetary order to \$177.43.

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 \$277.43 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 13, 2022

Residential Tenancy Branch