



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 15, 2021. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for compensation for monetary loss or other money owed;
- a monetary order for unpaid rent;
- a monetary order for the cost to repair damage that the Tenants, their pets or their guests caused during the tenancy;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by JL, an agent, who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, JL confirmed that the Notice of Dispute Resolution Proceeding package was served on the Tenants by registered mail on September 24, 2021. Canada Post registered mail receipts were submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenants on September 29, 2021.

Further, JL testified that additional documentary evidence was served on the Tenants by registered mail on April 14, 2022. Canada Post registered mail receipts were submitted in support. Pursuant to sections 88 and 90 of the Act, I find these documents are deemed to have been received by the Tenants on April 19, 2022.

The Tenants did not submit documentary evidence in response to the Application.

JL was advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings.

JL was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
2. Is the Landlord entitled to a monetary order for unpaid rent?
3. Is the Landlord entitled to a monetary order for the cost to repair damage that the Tenants, their pets or their guests caused during the tenancy?
4. Is the Landlord entitled to an order permitting the Landlord to retain the security deposit?
5. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlord, JL testified that the tenancy began on June 1, 2020, but that the Tenants gave notice to end the tenancy on August 30, 2021, and that they moved out the next day on August 31, 2021. A copy of the Tenants' notice was submitted into evidence. JL confirmed that during the tenancy, rent of \$1,200.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$600.00, which has been retained by the Landlord pending the outcome of this hearing. A copy of the signed tenancy agreement was submitted into evidence.

The application discloses a claim for \$1,830.00, which is particularized both in the application and in a Monetary Order Worksheet dated March 31, 2022.

First, the Landlord claims \$150.00 for carpet cleaning. JL testified the tenancy agreement stipulates that the Tenants agreed to "have the Premises carpets cleaned by a professional cleaning company prior to vacating." The Landlord submitted photographs of the interior of the rental unit in support of this aspect of the claim.

JL confirmed the carpet cleaning cost was incurred by the Landlord. An invoice dated September 4, 2021, was submitted in support. It indicates that the actual cost incurred exceeded \$150.00. However, JL acknowledged the Landlord's claim is limited to what is indicated in the application.

Second, the Landlord claims \$115.00 to clean drapes. JL testified the tenancy agreement stipulates that the Tenants agreed to "have the drapes professionally cleaned prior to vacating the Premises." The Landlord submitted photographs of the interior of the rental unit in support of this aspect of the claim.

JL confirmed the cost to clean the drapes was incurred by the Landlord. An invoice dated September 4, 2021, was submitted in support. It indicates that the actual cost incurred exceeded \$115.00. However, JL acknowledged the Landlord's claim is limited to what is indicated in the application.

Third, the Landlord claims \$200.00 for drywall repair and painting. JL testified that the drywall damage was primarily in the kitchen and living areas. The Landlord submitted photographs of the interior of the rental unit in support of this aspect of the claim.

JL confirmed the cost of the drywall repair and painting was incurred by the Landlord. An invoice dated September 4, 2021, was submitted in support. It indicates that the actual cost incurred exceeded \$200.00. However, JL acknowledged the Landlord's claim is limited to what is indicated in the application.

Fourth, the Landlord claims \$1,200.00 for unpaid rent which became due on September 1, 2021. JL testified that the Tenants gave notice to end the tenancy by email on August 30, 2021 and moved out on August 31, 2021. JL testified the Tenants did not pay rent when due on September 1, 2021.

Fifth, the Landlord claims \$25.00 for late payment of rent because rent was not paid when due on September 1, 2021. A fee of \$25.00 is provided for in the Additional Terms of the tenancy agreement.

Sixth, the Landlord claims \$40.00 for general cleaning costs. JL testified that the rental unit needed to be cleaned at the end of the tenancy. The Landlord submitted photographs of the interior of the rental unit in support of this aspect of the claim.

JL testified that the Landlord incurred the cleaning cost. An invoice dated September 3, 2021 was submitted in support. It indicates that the actual cost incurred was \$105.00. However, JL acknowledged the Landlord's claim is limited to what is indicated in the application.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application, and requests that the security deposit held be applied in partial satisfaction of the claim.

The Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the Act. An applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$150.00 for carpet cleaning, I find the Landlord is entitled to the amount claimed. Section 37 of the Act requires tenants to leave a rental unit reasonably clean except for reasonable wear and tear. In this case, I find the Tenants did not. The Landlord's claim was supported by the tenancy agreement, the photographs, and the invoice submitted.

With respect to the Landlord's claim for \$115.00 to clean drapes, I find the Landlord is entitled to the amount claimed. Section 37 of the Act requires tenants to leave a rental unit reasonably clean except for reasonable wear and tear. In this case, I find the Tenants did not. The Landlord's claim was supported by the tenancy agreement, the photographs, and the invoice submitted.

With respect to the Landlord's claim for \$200.00 for drywall repair and painting, I find the Landlord is entitled to the amount claimed. Section 37 of the Act requires a tenant to leave a rental unit undamaged except for reasonable wear and tear. In this case, I find the Tenants did not. The Landlord's claim was supported by photographs and the invoice submitted.

With respect to the Landlord's claim for \$1,200.00 for unpaid rent due on September 1, 2021, I find the Landlord is entitled to the amount claimed. Section 26 of the Act confirms that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the Residential Tenancy Regulation, or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Further, section 45 of the Act states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement. In other words, a notice issued on August 30, 2021 was effective to end the tenancy on September 30, 2021, not before.

Considering the above, I find that rent of \$1,200.00 became due on September 1, 2021, but was not paid by the Tenants.

With respect to the Landlord's claim for a fee of \$25.00 due to the non-payment of rent due on September 1, 2021, I find the Landlord is entitled to the amount claimed. Section 7 of the Residential Tenancy Regulation provides for an administration fee up to \$25.00 if the tenancy agreement provides for the fee. In this case, I find that rent was not paid when due on September 1, 2021, and that the tenancy agreement submitted provides for the fee.

With respect to the Landlord claims \$40.00 for general cleaning costs, I find the Landlord is entitled to the amount claimed. Section 37 of the Act requires tenants to leave a rental unit reasonably clean except for reasonable wear and tear. In this case, I find the Tenants did not. The Landlord's claim was supported by the photographs and the invoice submitted.

Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also find the Landlord is entitled to retain the security deposit in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$1,230.00, which has been calculated as follows:

Claim	Allowed
Carpet cleaning:	\$150.00
Drapery cleaning:	\$115.00
Drywall repair and painting:	\$200.00
Unpaid rent:	\$1,200.00
Late payment fee:	\$25.00
General cleaning:	\$40.00
Filing fee:	\$100.00
LESS security deposit:	(\$600.00)
TOTAL:	\$1,230.00

Conclusion

The Landlord is granted a monetary order in the amount of \$1,230.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 5, 2022

Residential Tenancy Branch