



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTURBAN PROPERTIES
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDL-S, MNRL-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 tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agent, BG ("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's agent and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on October 20, 2021 by way of registered mail to an address confirmed by a skip tracer. The landlord provided the signed statement by the skip tracer as well as receipt and tracking number for the package. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on October 25, 2021, 5 days after mailing. The tenant did not submit any written evidence for this hearing.

Issue(s) to be Decided

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

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

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 June 9, 2020, and was to end on June 30, 2021. The tenancy ended on March 19, 2021. Monthly rent was set at \$1,400.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$700.00, which the landlord still holds.

The landlord testified that the tenant moved out without paying the outstanding rent for December 2020 through to March 2021. The tenant also failed to leave the rental unit in reasonably clean and undamaged condition. The landlord provided copies of the condition inspection reports, statements, photos, and invoices in support of their claims.

| Item | Amount |
|---------------------------------------|-------------------|
| Unpaid Rent-December 2020-March 2021 | \$5,600.00 |
| Removal of debris | 291.30 |
| Repairs | 467.50 |
| Replacement of broken blinds | 84.75 |
| Cleaning | 147.00 |
| Filing Fee | 100.00 |
| Total Monetary Order Requested | \$6,690.55 |

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 tenant failed to pay the outstanding rent for this tenancy in the amount of \$5,600.00 for the months of

December 2002 through to March 2021. Accordingly, I allow this portion of the landlord's monetary claim.

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 tenant 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 damages.

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

The landlord continues to hold the tenant's security deposit of \$700.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

Conclusion

I issue a Monetary Order in the amount of \$12,644.12 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenant.

| Item | Amount |
|--------------------------------------|-------------------|
| Unpaid Rent-December 2020-March 2021 | \$5,600.00 |
| Removal of debris | 291.30 |
| Repairs | 467.50 |
| Replacement of broken blinds | 84.75 |
| Cleaning | 147.00 |
| Filing Fee | 100.00 |
| Less security deposit held | -700.00 |
| Total Monetary Order | \$5,990.55 |

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant 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: June 14, 2022

Residential Tenancy Branch