



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **MNRL, MNDL, FFL**

### Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for unpaid rent pursuant to sections 26 and 67;
- A monetary order for damages caused by the tenant or the tenant’s guests pursuant to sections 7 and 67; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1:30 p.m. and ended at 1:43 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing, represented by property manager, JS (“landlord”). The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that the tenant was served with the Notice of Dispute Resolution Hearing via registered mail to her current residence on December 1, 2021 and the landlord provided a tracking number to corroborate this. The tracking number is recorded on the cover page of this decision. In evidence, the landlord provided the confirmation of delivery indicating the tenant signed for the Notice of Dispute Resolution Hearing on December 7, 2021. I find the tenant was duly served with the Notice of Dispute Resolution Hearing package on December 7, 2021 in accordance with sections 89 and 90 of the Act. This hearing was conducted in the absence of the tenant pursuant to rule 7.3 of the Residential Tenancy Branch rules of procedure.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or damages?

Can the landlord recover the filing fee?

### Background and Evidence

The landlord gave the following undisputed testimony. This tenancy began on November 9, 2020, with rent set at \$551.00 per month payable on the first day of the month. No security deposit was taken from the tenant. At the commencement of the tenancy, the parties signed a condition inspection report which was provided as evidence by the landlord.

The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause with an effective date of Marh 31, 2021. The tenant did not dispute the notice to end tenancy but asked the landlord if she could delay the move out until the end of April. The landlord agreed to this; however the tenant did not pay any rent for the month of April.

The landlord had served the tenant with a notice of final opportunity to schedule a condition inspection seeking April 6, 2021, at 9:00 a.m. to inspect the rental unit. The inspection did not take place as the tenant still hadn't moved out. No further written notices of opportunities to schedule inspections were served upon the tenant. A site rep attended the unit on April 17<sup>th</sup> and was told that the tenant needed one extra day to move out. As there was nothing left in the unit except for garbage as of April 29<sup>th</sup>, the landlord advised the tenant by email that they had taken back possession of the unit.

The landlord seeks to recover rent for the month of April and compensation for the removal and dump fees paid to remove the debris left behind by the tenant at the end of the tenancy. In evidence, the landlord provided photos of the rental unit taken after the tenant vacated the unit and an invoice from the building and maintenance service hired to remove the garbage and debris from the rental unit and deliver it to the dump.

### Analysis

Based on the undisputed testimony of the landlord, pursuant to section 44(1)(f), I find that the tenancy ended on April 29, 2021, when the landlord reclaimed possession of the unit pursuant.

I find that the tenant was obligated to pay rent in the amount of \$551.00 per month and failed to do so for the last month she occupied the rental unit. Pursuant to section 67, the landlord is entitled to a monetary order in the amount of **\$551.00**.

Section 7 of the Act states: If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must

compensate the other for damage or loss that results. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. Rule 6.6 of the Residential Tenancy Rules of Procedure indicate the onus to prove their case is on the person making the claim and that the standard of proof is on a balance of probabilities.

Residential Tenancy Policy Guideline PG-16 [Compensation for Damage or Loss] states at Part C:

In order to determine whether compensation is due, the arbitrator may determine whether:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;
3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

• [the 4-point test]

Pursuant to section 37(2)(a) of the Act, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

The tenant did not attend the hearing to dispute the landlord's evidence that the condition of the rental unit was unclean and filled with garbage and debris at the end of the tenancy. I have viewed the photographs taken by the landlord after the tenant vacated the unit and I find the condition of the unit did not meet the standard as set out in section 37. Although there is no indication the landlord provided the tenant with the opportunity to participate in the inspection of the unit at the end of the tenancy, it is clear to me that the tenant made no attempts to ensure the rental unit was reasonably clean at the end of the tenancy.

I find the tenant failed to comply with section 37 of the Act, causing the landlord to spend money to have the garbage removed and sent to the dump. I have reviewed the undisputed invoice paid by the landlord indicating they spent \$875.00 to have the tenant's garbage removed and sent to the landfill. I find this amount reasonable, given the extent of the garbage left behind by the tenant. I award the landlord compensation in the amount of **\$875.00** pursuant to section 67 of the Act.

As the landlord's application was successful, the landlord is also entitled to recovery of the **\$100.00** filing fee for the cost of this application.

Conclusion

The landlord is entitled to a monetary order in the amount of **\$1,526.00**.

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 28, 2022

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Residential Tenancy Branch