



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDL-S, FFL

### Introduction

The landlord seeks compensation from their former tenant pursuant to sections 67 and 72 of the *Residential Tenancy Act* ("Act").

An agent for the landlord attended the hearing on June 13, 2022; the tenant did not attend. The agent provided sworn oral and documentary evidence showing that they served the tenant with the Notice of Dispute Resolution Proceeding and the landlord's documentary evidence by Canada Post registered mail on November 1, 2022. Canada post tracking information shows that the package was received by the tenant. Based on these facts it is my finding that the tenant was served with the required documents necessary for them to participate in the dispute resolution process.

### Issue

Is the landlord entitled to compensation?

### Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the issue(s) of this dispute, and to explain the decision, is reproduced below.

The tenancy began on June 15, 2020 and ended on January 31, 2021. Monthly rent was \$2,100 which was due on the first day of the month period the tenant paid a security deposit of \$1,050.00. The security deposit has been retained in trust by the landlord pending the outcome of this application. A copy of the written tenancy agreement was provided into evidence.

The landlord seeks the following amounts caused by the negligence of the tenant during the tenancy: \$80.00 for cleaning, \$16.00 for cleaning material, \$150 for painting, \$52.50 for painting material, \$50.00 for a fob key replacement, \$50.00 for a door lock replacement and \$2100 for unpaid rent from February 2021. A monetary order worksheet was submitted into evidence along with a completed condition inspection report, a receipt, a rent ledger, and an invoice for the noted amounts.

### Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Further, a party claiming compensation must do whatever is reasonable to minimize their loss.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement unless the tenant has a right under the Act to deduct all or a portion of the rent.

Section 37(2)(a) of the Act requires that a tenant “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear” when they vacate. This section of the Act also requires the tenant to return all keys at the end of the tenancy.

Based on the undisputed oral and documentary evidence provided by the landlord, it is my finding on a balance of probabilities that the tenant breached section 37 of the Act. It is also my finding that the tenant did not pay rent for February 2021 as required by the Act and the written tenancy agreement. Therefore, the landlord is entitled to receive compensation based on the tenant’s breach of the Act for its losses. By way of invoices and receipts, including a rent ledger, the landlord has proven the amount of those losses.

Last, the landlord is entitled to recover \$100.00 of the application filing fee pursuant to section 72 of the Act. Pursuant to section 67 of the Act the tenant is therefore ordered to pay \$2,598.50 to the landlord.

Pursuant to section 38(4)(b) of the Act the landlord is authorized to retain the tenant's entire security deposit of \$1,050.00 in partial satisfaction of the awarded amount.

The balance of the award (\$1,548.50) is granted by way of a monetary order. A copy of this monetary order is issued in conjunction with this decision, to the landlord. The landlord must serve a copy of the monetary order on the tenant for the order to be enforceable in provincial court.

### Conclusion

#### **IT IS HEREBY ORDERED THAT:**

1. The application is granted.
2. The landlord is awarded a total of \$2,598.50.
3. The landlord is authorized to retain the tenant's security deposit of \$1,050.00.
4. The landlord is issued a monetary order of \$1,548.50.

This decision is made on delegated authority to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: June 13, 2022

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Residential Tenancy Branch