



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPR, MNRL, MNDL, MNDCL, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On March 11, 2022, the landlord applied for:

- an order of possession, having served a One Month Notice to End Tenancy for Cause, dated February 23, 2022 (the One Month Notice); and
- the filing fee.

On June 9, 2022, the landlord amended his application to apply for:

- an order of possession, having served three 10 Day Notices to End Tenancy For Unpaid Rent, dated April 2, 2022 (the April 10 Day Notice); May 2, 2022 (the May 10 Day Notice), and June 2, 2022 (the June 10 Day Notice);
- a monetary order for unpaid rent;
- compensation for damage caused by the tenant, their pets, or guests to the unit or property; and
- compensation for monetary loss or other money owed.

The hearing was attended by the landlord but not the tenant. The landlord was affirmed and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified he served the Notice of Dispute Resolution Proceeding (NDRP) and evidence on the tenant by registered mail on March 18, 2022, and provided a tracking number and delivery report. I find the landlord served his NDRP and March evidence on the tenant in accordance with section 89 of the Act, and deem it received by the tenant on March 23, 2022, in accordance with section 90 of the Act.

The landlord testified the tenant vacated the rental unit on June 2, 2022.

Prior to the hearing, the landlord was granted substituted service approved to serve the tenant by email. The landlord testified he served his June 9, 2022 amendment form and supporting evidence on the tenant by email on June 9, 2022, and submitted a copy of the email as evidence. I find the landlord served his amendment and evidence on June 9, 2022, in accordance with section 89 of the Act, and deem it received by the tenant on June 12, 2022, in accordance with *Residential Tenancy Branch Regulation* (the Regulation) section 44.

The landlord submitted as evidence an invoice for cleaning and junk removal, dated June 15, 2022. As I am not aware of this document having been served on the tenant, I will not consider it in my decision.

Preliminary Matter

The landlord was granted an order of possession in a previous hearing; the hearing number is noted on the cover page of this decision. Therefore, in accordance with section 62(4), I dismiss the landlord's applications for an order of possession as they are moot.

Issues to be Decided

- 1) Is the landlord entitled to a monetary order for unpaid rent?
- 2) Is the landlord entitled to compensation for damage caused by the tenant, their pets, or guests to the unit or property?
- 3) Is the landlord entitled to compensation for monetary loss or other money owed?
- 4) Is the landlord entitled to the filing fee?

Background and Evidence

The landlord provided the following particulars regarding the tenancy. It began April 15, 2020; rent was \$1,000.00, due on the first of the month; and the tenant paid a security deposit of \$500.00, which the landlord still holds.

A copy of the tenancy agreement and addendum is submitted as evidence; it confirms the rent and security deposits as above, and states that a \$50.00 charge will be applied when rent is not paid in full by the due date.

The landlord stated he used to do monthly inspections of the rental unit, then stopped once COVID got worse.

The landlord submitted a Monetary Order Worksheet in support of his claims.

Unpaid Rent

Copies of the 10 Day Notices are submitted as evidence. The June 10 Day Notice is signed and dated June 2, 2022 by the landlord, gives the address of the rental unit, states an effective date, states the grounds for ending the tenancy, and is in the approved form. The Notice indicates the tenancy is ending because the tenant has failed to pay rent in the amount of \$1,000.00, due on June 1, 2022.

The witnessed proof of service form submitted as evidence indicates the Notice was served on the tenant in person on June 2, 2022.

The landlord testified that the tenant owes rent as follows:

Month	Rent	Rent paid	Monthly outstanding
April 2022	\$1,000.00	\$550.00	\$450.00
May 2022	\$1,000.00	\$0.00	\$1,000.00
June 2022	\$1,000.00	\$0.00	\$1,000.00
Total			\$2,450.00

The Monetary Order Worksheet states the tenant owes three late fees totalling \$75.00. The landlord testified that the tenancy agreement addendum, submitted as evidence, states that the fee for late rent will be \$50.00, but as he has learned the Regulation states landlords must not charge more than \$25.00 for late rent, he is seeking \$75.00 for the three times the tenant was late with rent.

Compensation for Damage

The landlord testified he is seeking \$3,093.18 in compensation for damage caused by the tenant, their pets, or guests.

The landlord testified he was seeking \$245.58 for two doorknobs, and submitted an invoice for \$122.79 for parts and the landlord's labour in support, along with a receipt for \$72.79 for a doorknob. The landlord testified that in November 2021 the tenant replaced the doorknob and did not give the landlord a key. The landlord testified that after the tenant said she would be moving out on April 1, 2022, the landlord visited the unit on April 2, 2022 and replaced the doorknob. The landlord testified that the tenant did not

move out, but replaced the newly installed doorknob with a deadbolt. The landlord testified he came to \$245.58 for the two doorknobs by multiplying his \$122.79 invoice by two.

The landlord testified he was seeking \$747.60 to replace the entrance door which was smashed out and cannot be repaired. Video and photos are submitted as evidence. The landlord testified that in 2019 he purchased and had installed two similar doors, and submitted the receipts as evidence, to demonstrate the value of the door and the cost of the install.

The landlord testified he was seeking \$600.00 to replace three broken windows. Photos and video are submitted in support. The landlord testified that he guessed the cost to replace the windows, based on having owned a lot of houses and doing a lot of renovations. The landlord testified he could not get an estimate because the local contractors are busy, and he was not able to get anyone to come to the location.

The landlord testified he was seeking \$500.00 to replace a shed, as the roof has been destroyed. A photo is submitted as evidence, showing a large hole in the roof. The landlord testified he would prefer to get the roof repaired, but is not able to get a contractor to come out for such a small job. The landlord estimated that it is \$1,000.00 for a new shed, which then must be put together. The landlord stated he arrived at the amount of \$500.00 as it is a pro-rated amount because the shed was not new when the tenancy began.

Compensation for Monetary Loss

The landlord testified he was seeking \$1,000.00 he paid for cleaning and garbage removal after the tenant vacated the rental unit. The landlord testified that as the cleaner was not able to do the job until June 14, 2022, the landlord had used his own estimate of \$1,000.00 in his application. The landlord testified that the actual cost for the cleaning and garbage removal came to \$1,572.38.

The landlord testified he paid \$417.90 to store the tenant's property after the tenant was evicted by a bailiff; an invoice is submitted in support, which the landlord testified he paid by credit card.

The landlord testified he paid \$3,297.87 to have a bailiff evict the tenant. Submitted as evidence is a document stating that the landlord paid a deposit of \$3,000.00, and owes an additional \$297.87. The landlord testified he has paid the outstanding amount, but

has not submitted the receipt as he was in a rush to file his evidence in time for it to be considered.

Analysis

Unpaid Rent

I accept the landlord's affirmed, undisputed testimony, supported by the Monetary Order Worksheet, that the tenant owes rent for 2022 as follows: \$450.00 for April, \$1,000.00 for May, and \$1,000.00 for June, totalling \$2,450.00.

Section 7 of the Regulation permits a landlord to charge a maximum fee of \$25.00 for late payment of rent if the tenancy agreement provides for the fee. I accept the landlord's testimony, supported by the tenancy agreement addendum, that the addendum states that a fee for late rent will be charged. I accept the landlord's testimony that the tenant owes three late fees of \$25.00, totalling \$75.00.

I find the landlord is entitled to \$2,450.00 in unpaid rent, and \$75.00 in late fees, for a total of \$2,525.00.

Compensation for Damage

Section 67 of the Act and [Policy Guideline 16](#) provide that if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 12(3) of the tenancy agreement, under Locks, states that the tenant must not change locks or other means of access to the rental unit, unless the landlord consents in writing, or an arbitrator has ordered the change.

I accept the landlord's undisputed affirmed testimony that the tenant twice replaced the doorknobs provided by the landlord, the first time not providing the landlord with a key, and the second time replacing the doorknob with a deadbolt, and that the tenant did not have the landlord's permission, or pay for the landlord's doorknobs. I am not aware of an arbitrator having ordered this change.

I accept the landlord's documentary evidence that parts and labour to replace the two doorknobs comes to \$245.58.

Section 10(2)(a) of the tenancy agreement, under Repairs, states that the Tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant.

I accept the landlord's testimony and evidence that the entrance door was smashed during the tenancy and cannot be repaired. I also accept the landlord's testimony and documentary evidence that it will cost at least \$747.60 to replace and install the door.

The landlord has testified that during the tenancy three windows were broken, and that the roof of a shed was destroyed, and that he cannot get anyone out to repair it. In support of his estimate that it will cost \$600.00 to replace the windows, and \$500.00 (as a "prorated" amount) to replace the shed, the landlord has provided no documentary evidence or subject matter expert testimony in support. While I accept the landlord has suffered a loss, as he has not proven the value of the damage, as required by Policy Guideline 16, I decline to award a monetary amount for either of these two claims.

I find the landlord is entitled to \$245.58 to replace the two doorknobs, and \$747.60 to replace and install the door, for a total of \$993.18.

Compensation for Monetary Loss

I accept the landlord's affirmed undisputed testimony that he paid over \$1,000.00 for junk removal and cleaning after the tenant vacated the unit, and his testimony and documentary evidence that he paid \$417.90 to store the tenant's property and \$3,297.87 to have a bailiff evict the tenant.

I find the landlord is entitled to compensation in the amount of \$4,715.77 for the aforementioned monetary losses.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the landlord is successful in his application, I order the tenant to pay the \$100.00 filing fee the landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the landlord to retain the tenant's \$500.00 security deposit in partial satisfaction of the amount owing.

I find the landlord is entitled to a monetary order as follows:

Unpaid rent and late fees	\$2,525.00
Compensation for damage	\$993.18
Compensation for monetary loss	\$4,715.77
Filing fee	\$100.00
Less security deposit	-\$500.00
Owed to landlord	\$7,833.95

Conclusion

The landlord is granted a monetary order for \$7,833.95.

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: July 19, 2022

Residential Tenancy Branch