



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coronet Realty Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on December 15, 2021 seeking an order to recover the money for damages to the rental unit, rent amounts owing, and other money owed. Additionally, the Landlord seeks to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 8, 2022. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The Landlord attended the telephone conference call hearing; the Tenant did not attend.

### Preliminary Matter

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with this Notice of Dispute Resolution Proceeding. This means the Landlord must provide proof that they served the document in a verified manner allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing, the Landlord stated they serve the Notice of the Dispute Resolution Proceeding to the Tenant via email. They did so after receiving authorization to do so from the Residential Tenancy Branch on January 10, 2022. The Landlord served the Notice, along with all other evidence they submitted with their Application, on January 12, 2022, as shown in the email copy they provided to the Residential Tenancy Branch as evidence for this hearing.

I accept the Landlord’s evidence that they served the Notice, including their evidence, to the Tenant in person. This is sufficient for the purposes of the *Act*. Based on the submissions of

the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(f) of the *Act*, corresponding to s. 43 of the *Residential Tenancy Regulation*. The hearing proceeded in the Tenant's absence.

The Landlord amended their Application based on work completed after the end of the tenancy. I am satisfied they similarly forwarded this material to the Tenant in line with the above method.

#### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for recovery of rent, damage to the rental unit, and/or other money owing, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

#### Background and Evidence

The Landlord provided a copy of the tenancy agreement and spoke to its relevant terms in the hearing. Both parties signed the tenancy agreement on February 18, 2021 for the month-to-month tenancy starting on March 1, 2021. The Tenant was previously resident with another Tenant, then signed an exclusive tenancy agreement. The monthly rent amount was \$2,092.87, payable on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$1,046.43.

In the hearing, the Landlord set out that the tenancy ended on November 30, 2021. The Tenant did a final move-out without the Landlord's knowledge. The Landlord entered the rental unit on December 7, and then completed a formal inspection on their own on December 12, as shown in the Condition Inspection Report. They afforded the Tenant the opportunity to attend a move-out inspection meeting and provided proof of their two invitations (December 10 and December 12) and to the Tenant for separate dates in their evidence.

In the hearing the Landlord described that the Tenant returned an email to them on December 8, and in this message the Tenant basically admitted that they left hastily and did not complete cleaning appropriately. In the email, the Tenant stated, "I am soo sorry for abandoning the house."

On December 6, as shown in the record, the Landlord first advised the Tenant of their discovery that the Tenant left without notice. This was the date when the Landlord discovered that all of the Tenant's personal items were gone; however, the Tenant left behind some furniture and bags of garbage and recycling.

The Landlord claims full rent for the month of December 2021. This was based on no notice from the Tenant that they were ending the tenancy, and had abandoned the property. This amount, as provided on their Monetary Order Worksheet dated July 11, 2022, is \$2,092.87.

The Landlord's claim total for other amounts is as follows:

#	Items	\$ claim
1	maids – cleaning (incl. GST)	336.00
2	carpet shampoo	280.00
3	garbage removal	1,361.85
<b>Total</b>		<b>1,977.85</b>

Adding a \$100.00 Application filing fee for this hearing, the total amount of the Landlord's claim is \$4,170.72.

The Landlord provided the following additional evidence:

- Images of the used furniture that remained in the rental unit requiring removal
- Images of garbage left outside the rental unit requiring removal
- Each room in the rental unit with items left behind such as furniture or other personal items
- Unclean areas within the rental unit with more garbage in bags left behind
- An invoice for 4 hours of cleaning at \$80 for the total of \$320 January 28, 2022
- An invoice for \$280 for carpet cleaning on January 27, 2022
- An invoice for numerous items (one full and 1/3 full loads) removed as garbage on January 7, 2022. This totalled \$1,361.85.

### Analysis

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 in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation for damage or loss the Applicant (here, the Landlord) has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

A tenancy must end with notice from the Tenant as per s. 45 of the *Act*. The Landlord treated this as the Tenant abandoning the rental unit; I find as fact the Tenant did not provide notice, and this is an accurate term for the Landlord to use in this instance. This was a month-to-month tenancy, and the Tenant was obligated to provide notice as per s. 45(1), with over 30 days' notice, in advance of the previous month's rent payment day. The Tenant did not do so here which means they owe for the following month of December's rent. I so grant this amount of rent owing to the Landlord for the Tenant's breach of the *Act* and the tenancy agreement. This amount is \$2,092.87.

On my review of the evidence provided, I award the following amounts:

- The total of \$336 for cleaning – I find the invoice shows the work needed for the state of the rental unit which the Landlord submitted in the form of photos. I find it more likely than not that this occurred during the tenancy, and the Landlord established this damage as coming from the Tenant. Because the Condition Inspection Report shows the record of the need for cleaning, I find the Landlord has met the burden of proof. This is beyond reasonable wear and tear that is acceptable for a rental unit as per s. 37 of the *Act*. I so award this amount for damage in the rental unit to the Landlord.
- I'm also satisfied with the evidence of the Landlord as depicting the need for carpet cleaning after the end of the tenancy. I so award this amount to the Landlord.

- I am satisfied of the need for waste removal, with a number of photos showing the need for that. I find as fact this unclean state in the rental unit was due to the Tenant.

In sum, I find the Landlord has established a claim for cleaning in the rental unit, for \$1,977.85. The total amount of the award is thus \$4,070.72

The Landlord has properly made a claim against the security deposit and has the right to do so. The Landlord is holding this amount of \$1,046.43. I order this amount deducted from the total of the established claim total of \$4,070.72. Reducing the damages total by \$1,046.43 brings the total monetary order to \$3,024.29.

Because the landlord was successful in their Application, I grant the reimbursement of the \$100 Application filing fee in full.

### Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$3,124.29 for compensation set out above. The Landlord is provided with this Order in the above terms and the tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: August 8, 2022

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Residential Tenancy Branch