



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND-S, FF

### Introduction

This hearing convened to deal with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied on December 20, 2021 for compensation for alleged damage to the rental unit by the tenant and loss of rent, and to recover the cost of the filing fee.

The landlord attended the hearing; however, the tenants did not attend.

The landlord stated they served each tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) twice, by registered mail. The landlord provided the Canada Post tracking numbers at the hearing. Those tracking number are listed on the cover page of this Decision.

I accept the landlord's evidence and I find that the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the landlord's evidence, submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the landlord and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for alleged damage to the rental unit and other costs and recovery of the cost of the filing fee?

Background and Evidence

The start date of the tenancy listed on the written tenancy agreement shows a tenancy beginning June 15, 2019, for a fixed-term through June 15, 2020 and a monthly rent of \$2,000. The security deposit paid was \$1,000. The landlord submitted that the tenancy ended on November 30, 2021.

The landlord's monetary claim \$918, reproduced from their evidence as follows:

<i>Document Number</i>	<i>Receipt / Estimate From</i>	<i>For</i>	<i>Amount</i>
#1	Broken/missing bathroom cabinet door	Cabinet replacement	\$ 100
#2	Damaged oak floor	Oak floor repair	\$ 200
#3	Repainting of Bathroom walls	Paint cost/labour	\$ 100
#4	Loss of one day rent due to cleaning	Not move in ready	\$ 68
#5	Filthy fridge and stove/oven	2 hours of cleaning	\$ 50
#6	All cupboards filthy-bathroom &kitchen	2 hours cleaning	\$ 50
#7	Loss of one week rent- due to only two week notice	See attached	\$ 270
#8	Drywall damage	2hours labour plus materials	\$ 80

The landlord testified about each item of their monetary claim listed above. The landlord testified that they sought to recoup the costs to repair the damage caused by the tenants that were not fixed. For instance, the landlord said the oak flooring was 20 years old and in mint condition when the tenants moved in. The landlord testified that 3-4 of the oak planks buckled and the tenants tried to fix the damage during the tenancy, but were unsuccessful. The landlord said he knew about flooring and made the repairs, but that the area looks repaired and not natural looking. The landlord submitted that he worked on the flooring for at least 4 hours in making the repairs and staining.

The landlord submitted that the tenants caused paint damage and a broken/missing bathroom cabinet door, which will be replaced at some point. The landlord submitted that the tenants failed to reasonably and properly clean the rental unit upon their departure, which caused the landlord to incur costs in having the rental unit clean and to suffer a loss of a day's rent as the rental unit was not ready.

The landlord testified that he is entitled to a loss of rent revenue, as the tenants provided insufficient notice that they were ending the tenancy by providing only 2 weeks notice.

Included in the landlord's evidence were photos of the rental unit at the end of the tenancy, showing damage to the walls and paint, unclean cabinets and shelves, an uncleaned stove/oven, the damaged oak flooring, food stained refrigerator, and work tools.

The tenants did not attend the hearing and no evidence or submissions were provided by them.

### Analysis

Under section 7(1) of the Act, 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 party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party.

The claiming party, the landlord in this case, has the burden of proof to substantiate their claim on a balance of probabilities.

Section 67 is further explained by *Residential Tenancy Policy Guideline #16* which says, “The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether a party to the tenancy agreement has failed to comply with the *Act*, regulations or tenancy agreement and loss has resulted from this non-compliance.”

As to the costs claimed by the landlord associated with cleaning and repairing, Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, the tenants are required to remove all belongings including garbage and to clean the rental unit to a reasonable standard.

I find the landlord submitted sufficient documentary and photographic evidence which accurately depicts that the tenants failed to properly and reasonably clean the rental unit, and to repair the damage caused by the tenants, which I find exceeded reasonable wear and tear. I also find it was necessary for the landlord to repair the flooring, clean and rehabilitate the rental unit after the tenants vacated, incurring costs. I find the costs claimed by the landlord to be reasonable under the circumstances.

I also find the tenants provided insufficient notice to the landlord that they were ending the tenancy, and that this late notice caused the landlord to incur a loss of rent revenue for the following month.

For all these reasons, I find the landlord submitted sufficient evidence of their monetary claim of **\$918** as described in the table on page 2 of this Decision. I also grant the landlord recovery of their filing fee of **\$100**.

For these reasons, I find the landlord is entitled to a monetary award of \$1018. I authorize the landlord to deduct the tenant’s security deposit of \$1,000 and I issue the landlord a monetary order (Order) for the balance due of \$18.

Conclusion

The landlord's application has been successful as the landlord is granted a monetary award of \$1,018, which includes the filing fee of \$100.

The landlord is authorized to keep the tenants' security deposit of \$1,000 in partial satisfaction of the monetary award, and is issued a monetary order for the balance due in the amount of \$18.

The 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 09, 2022

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Residential Tenancy Branch