



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:50 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on February 18, 2022, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail receipt and tracking number in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on August 1, 2021, with a monthly rent of \$1450.00 payable on the 1st day of each month. The tenant paid a security deposit of \$775.00 and a pet deposit of \$775.00 at the start of the tenancy which the landlord continues to hold.

The landlord is claiming unpaid rent in the amount of \$1450.00 for the month of February 2022. The landlord testified the tenant vacated without notice on February 2, 2022 and did not pay rent for this month.

The landlord is also claiming \$437.43 for waste disposal services. The landlord testified he had to get a waste bin to remove all the garbage and household belongings left behind by the tenant. The landlord submitted an invoice for this expense.

The landlord is also claiming \$280.00 for cleaning fees. The landlord testified the tenant left the rental unit unclean and covered in pet urine and pet hair. The landlord submitted an invoice for this expense.

The landlord did not have his paperwork in front of him for the hearing so was unable to properly describe the remainder of his claim. The landlord was agreeable to withdraw the remainder of the items claimed.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the landlord's uncontested claim that the landlord suffered a loss of \$1450.00 as the tenant vacated the rental unit without proper notice and failed to pay rent for the last month. The landlord is awarded \$1450.00 for unpaid rent.

I find that the tenant did not leave the rental unit reasonably clean and undamaged, and this is supported by the landlord's undisputed testimony and invoices for expenses incurred which were submitted as evidence. I find that the landlord has established the existence of the damage or loss as claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage. The landlord is awarded \$437.43 for waste removal fees and \$280.00 for cleaning fees.

I find the landlord has suffered a loss as claimed in the amount of \$2167.43.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$2267.43.

The landlord continues to hold a security deposit and pet deposit in the total amount of \$1450.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$817.43.

Conclusion

Pursuant to section 38 and 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$817.43. Should the tenant fail to comply with this Order, this 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*.

Dated: September 29, 2022

Residential Tenancy Branch