



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on October 17, 2022. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent; and,
- 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.

The Landlords attended the hearing. However, the Tenant did not. The Landlords testified that they sent the Notice of Dispute Resolution Proceeding and evidence package to the Tenant, by registered mail, on March 4, 2022. Pursuant to section 90 of the Act, I find the Tenant is deemed served with this package 5 days after it was mailed. Proof of mailing was uploaded into evidence. The Landlords stated that this package was sent to the address the Tenant provided as her forwarding address.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Are the Landlords entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Are the Landlords authorized to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38?

Background and Evidence

The Landlords testified that monthly rent was set at \$1,950.00 and was due on the first of the month, and they currently hold a security deposit in the amount of \$975.00.

As per the Landlords' application, they are seeking the following items:

1. \$2,925.00 – Unpaid Rent

The Landlords explained that on January 1, 2022, the Tenant failed to pay her rent. The Landlords stated that after they reached out to inquire why rent hadn't been paid, she paid \$975.00 in mid-January, and promised to pay the balance. However, this never occurred. The Landlords stated that mid way through January 2022, the Tenant sent them a letter giving her written Notice that she would be moving out at the end of February 2022 but she promised to pay all rent by that time. The Landlords explained that they heard very little from the Tenant, and without any warning, she moved out early.

More specifically, the Landlords stated that when they went to the house around January 30, 2022, the Tenant had mostly moved out. When the Landlord reached out to the Tenant, she informed them that she would be back to pick up a few more of her belongings in February. The Landlord stated that they did not hear anything until February 10, 2022, when the Tenant said she left her keys in the mailbox. After the Landlord attended the rental unit that day, they noticed that the Tenant had left behind several large furniture items, and other garbage.

The Landlord stated that it took them some time to clean the house, clean the carpets (the Tenant had a dog and a cat) because the Tenant did no cleaning before she left. The Landlord stated that the Tenant never paid February rent, and owes \$2,925.00 for half of January rent, and all of February rent.

2. \$579.94 – Garbage disposal, Carpet cleaning

The Landlords provided receipts for the above noted items and stated that they had to make several dump runs to dispose of the Tenant's discarded furniture and garbage (old mattress, lawnmower, wheelbarrow, garbage). The Landlords stated they also had to clean the carpets because the Tenant left many stains, and she had both a dog and a cat for years, and she left without doing any cleaning. The Landlord hired a professional carpet cleaner and the invoice was provided. The garbage disposal and the carpet cleaning total the above noted amount.

3. \$533.69 – Unpaid Water Bill

The Landlords explained that the Tenant had the water bill in her name, and she was required to pay for this utility as part of her tenancy, but when she left, she left several months owing and outstanding. The Landlords stated that the outstanding amounts get transferred to the owner of the property, which is why they had to pay the bills after the Tenant vacated.

The Landlords provided emails from the water utility company, as well as a spreadsheet, to show that the Tenant had \$416.07 in outstanding water bills from last year, as well as \$117.62 from 2022, totalling \$533.69.

4. \$100.00 – The Landlords are looking to recover the filing fee incurred for filing this application.

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 sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant failed to pay \$975.00 in rent for January, and paid no rent for February. I find the Tenant is liable for these amounts, as she failed to remove many of her belongings, and failed to return the keys until February 10, 2022, which left the Landlord little opportunity to mitigate the rental loss for that month.

I also find there is sufficient evidence to show that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left a mess which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the issues left behind. I award the garbage disposal

amounts, and the carpet cleaning costs (item #2 above). I also award the full amount of item #3, as I am satisfied the Tenant incurred these water bill amounts while she was residing there, and she failed to pay them before vacating. I am satisfied the Landlord was left having to pay the water bill, as the property owner. I award all of the items, in full, listed above.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were substantially successful with the application, I order the Tenant to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

Also, pursuant to sections 72 of the Act, I authorize that the security deposit, currently held by the Landlords, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$4,038.63
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$975.00)
TOTAL:	\$3,163.63

Conclusion

The Landlord is granted a monetary order in the amount of **\$3,163.63**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 21, 2022

Residential Tenancy Branch