



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, MNDL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on March 16, 2022 and amended on March 25, 2022. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent;
- a monetary order for compensation for monetary loss or other money owed;
- a monetary order for the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on her own behalf. KC attended the hearing on behalf of the Tenants. Both the Landlord and KC provided a solemn affirmation at the beginning of the hearing.

The Landlord testified that the Notice of Dispute Resolution Proceeding package and amendment were served on each of the Tenants by registered mail on March 25, 2022. KC acknowledged receipt of these documents. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The Tenants did not submit documentary evidence in response to the application.

The parties were provided with a full 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
3. Is the Landlord entitled to a monetary order for the cost to repair damage that the Tenants, their pets or their guests caused during the tenancy?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The parties agreed the tenancy began on February 15, 2018 and ended on July 31, 2021. Rent of \$1,000.00 per month was due on the last day of each month and was applied to the following month. The parties agreed the Tenants paid a security deposit of \$500.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

The Application discloses a claim for \$4,424.62, which is particularized in the application and on a Monetary Order Worksheet dated December 28, 2021.

First, the Landlord claims \$500.00 for the cost to take three loads of garbage to the dump. This aspect of the claim also includes the cost to remove, repair and reinstall closet doors. The Landlord testified that the Tenants did not clean the rental unit at the end of the tenancy and left a number of their belongings behind. A hand-written receipt detailing the work completed was submitted into evidence. The Landlord also submitted photographs depicting the Tenants' belongings into evidence.

In reply, KC testified that the Tenants were not able to clean because the locks were changed before their move-out date. KC testified that the Tenants lost everything as a result of the Landlord's actions.

The Landlord denied that the locks to the rental unit were changed.

Second, the Landlord claims \$220.00 for the cost to clean closets, kitchen cupboards, walls and the bathroom. Again, the Landlord testified that nothing was cleaned by the Tenants at the end of the tenancy. A receipt showing the work completed and the amount claimed was submitted in support. The Landlord also submitted a number of photographs of the inside and outside of the rental unit in support.

In reply, KC testified that the rental unit was not clean when the Tenants moved in and that they had to clean it. KC also testified that the Landlord did not complete a move-in condition inspection, which was not disputed by the Landlord. KC also testified that the house was not updated for some time and described the closet doors as disintegrating and falling off the wall.

Third, the Landlord claims \$561.22 (\$397.50 + \$135.75 + \$38.97) to clean window sills and for carpet cleaning supplies. Receipts for these costs were submitted into evidence. The Landlord also submitted a number of photographs in support.

In reply, KC testified that a picture of the rental unit when the Tenants moved in would be the same as when the Tenants vacated. Again, KC testified she had to clean the unit when the Tenants moved in and that she is the “most clean person ever”.

Fourth, the Landlord claimed \$132.40 (\$85.94 + \$46.46) for painting supplies. The Landlord testified the walls were damaged during the tenancy and had to be repainted. The Landlord testified that she paid someone to paint the rental unit. The Landlord submitted receipts for these costs and referred to photographs in support.

In reply, KC testified that the rental unit was not newly painted when the Tenants moved in. Further, KC suggested that the rental property had likely not been updated since it was built a hundred years ago.

Fifth, the Landlord claimed \$2,000.00 for unpaid rent due on May 31, 2021 (\$1,000.00) and June 30, 2021 (\$1,000.00). Copies of notices to end tenancy for unpaid rent or utilities dated June 8 and July 6, 2021, were submitted into evidence.

In reply, KC did not dispute that rent was not paid. KC testified that the rent was available but that the Landlord would not pick it up and would not let the Tenants deliver it. KC also testified that she had not been working consistently so did not have the funds to send the rent by registered mail as suggested by the Landlord.

Sixth, the Landlord claims \$1,000.00 because the Tenants did not provide written notice to end the tenancy. Two notices to end tenancy for unpaid rent or utilities dated June 8 and July 6, 2021 were submitted into evidence.

In reply, KC testified the tenancy ended because the Landlord served two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities.

Finally, the Landlord claims \$100.00 in recovery of the filing fee.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations, or a tenancy agreement.

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 for in sections 7 and 67 of the Act. An applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$500.00 for removal of garbage and repairs, I find the Tenants did not remove their belongings from the rental unit at the end of the tenancy. The photographs submitted by the Landlord, while in black-and-white and grainy, depict the Tenant's belongings, including furniture, at the rental unit. Further, I am not satisfied the Tenants were prevented from cleaning the rental unit or from removing their belongings as claimed. However, I find there is insufficient evidence of the need for repairs to closet doors. Although it appears as an item on the receipt submitted, I find there is insufficient evidence of the condition of the closet doors at the beginning and the end of the tenancy. Therefore, I find it is appropriate in the circumstances to grant the Landlord a monetary award of \$400.00 for garbage removal and cleaning only.

With respect to the Landlord's claim for \$220.00 to clean walls and cupboards, I find that the Tenants did not clean the rental unit at the end of the tenancy, and that they were not prevented from doing so. Section 37(2) of the Act confirms that a tenant must leave a rental unit reasonably clean and undamaged except for reasonable wear and tear. In this case, I am satisfied that they Tenants did not leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. The Landlord's claim was also submitted by a receipt. I find the Landlord has demonstrated an entitlement to a monetary award of \$220.00 for cleaning costs incurred.

With respect to the Landlord's claim for \$561.22 to clean window sills and for carpet cleaning supplies, I find there is insufficient evidence before me that the damage described by the Landlord occurred during the tenancy. I also find the photographs provided are in black-and-white and are grainy, making it difficult to rely on them. This aspect of the Landlord's claim is dismissed without leave to reapply.

With respect to the Landlord's claim for \$132.40 for painting supplies, I find there is insufficient evidence before me to conclude the rental unit had to be painted at the end of the tenancy due to damage caused by the Tenants. As noted by KC, the Landlord did not refer to or submit a move-in condition report into evidence. As a result, I find it is impossible to determine that the damage described by the Landlord was caused during the tenancy. In addition, I note again that the photographs submitted by the Landlord are in black-and-white and are grainy, making it difficult to rely on them. This aspect of the Landlord's claim is dismissed without leave to reapply.

With respect to the Landlord's claim for \$2,000.00 for unpaid rent for the months of June and July 2021, I am satisfied the Tenants did not pay rent when due. Section 26 of the Act confirms that it is a tenant's responsibility to pay rent when due. In this case, based on the affirmed testimony of the Landlord and KC, I find that the Tenants did not pay rent as claimed by the Landlord, and that the Landlord is entitled to a monetary award of \$2,000.00.

With respect to the Landlord's claim for \$1,000.00 because the Tenants did not provide written notice to end the tenancy, I find there is insufficient evidence before me to support this aspect of the Landlord's claim. I find it is more likely than not that the tenancy ended because the Landlord served the Tenants with two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities. In addition, I was not referred to any provision in the Act which empowers me to grant relief when, on receipt of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a tenant fails to provide some form of written notice. This aspect of the Landlord's claim is dismissed without leave to reapply.

As the Landlord has been partially successful, I find Landlord is entitled to an award of \$100.00 in recovery of the filing fee.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$2,720.00, which has been calculated as follows:

Claim	Allowed
Garbage removal:	\$400.00
Carpet and other cleaning:	\$220.00
Unpaid rent:	\$2,000.00
Filing fee:	\$100.00
TOTAL:	\$2,720.00

Conclusion

The Landlord is granted a monetary order in the amount of \$2,720.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 25, 2022

Residential Tenancy Branch