



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR-S, 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 for a monetary order for unpaid rent, compensation for alleged damage to the rental unit by the tenant, and recovery of the cost of the filing fee.

The landlord's agents (landlord) attended the hearing; however, the tenant did not attend.

The landlord confirmed they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on April 22, 2022. The landlord confirmed they mailed the application package to the forwarding address provided by the tenant. The landlord filed a copy of the registered mail receipt showing the tracking number.

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

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

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the submissions and/or arguments are reproduced here.

Following is a summary of those submissions and includes only that which is relevant to the matters before me. 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 from the tenant and to recover the cost of the filing fee?

### Background and Evidence

This tenancy originally began on May 25, 2020, and ended on March 31, 2022. monthly rent was \$1,200 and the tenant paid a security deposit of \$600. Filed in evidence was a copy of the written tenancy agreement.

The landlord's monetary claim is \$1,846.94, comprised of an outstanding rent deficiency of \$896.69, drywall repairs for \$90, wall painting for \$225, garbage removal for \$90, carpet steam cleaning for \$157.50, cleaning for \$350, and GST for \$37.75.

The landlord's additional relevant documentary evidence included, but was not limited to, a move-in and move-out condition inspection report (Report), and invoices.

The landlord testified that the tenant failed to attend the move-out inspection, despite being given 2 opportunities to do so. In their absence, the landlord conducted the inspection and made thorough comments on the Report.

The landlord said that the tenant admitted to the damage as it was caused by their sister. Further, the tenant said that they would repair all the damage and cleaning, but failed to do so.

The landlord said that the rental unit required at least 10 hours of heavy cleaning and that the tenant failed to leave the carpet cleaned or shampooed. In addition, the tenant left garbage and debris at the rental unit which required removal. The walls were damaged and required repair and painting.

As to the rent deficiency, the landlord explained that the tenant paid odd amounts on the water bill, and ended with the rent deficiency owing of \$896.69.

### 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 here, has the burden of proof to substantiate their claim on a balance of probabilities.

Section 37 (2) of the Act states when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I find the landlord submitted sufficient evidence that the tenant failed to clean the rental unit properly and reasonably, or clean at all, leaving many items of personal property, which required the landlord to remove, incurring costs.

I find the landlord submitted sufficient and uncontested evidence to support that the tenant caused damage to the rental unit, in particular the walls and carpet, and that the damage was beyond reasonable wear and tear.

I have reviewed the landlord's invoices and detailed Report for the amounts claimed. Upon hearing from the landlord and reviewing the evidence I find the costs claimed to be reasonable, considering the state of the rental unit.

I therefore find the landlord has submitted sufficient evidence to support their claim for cleaning, carpet cleaning, garbage removal, and drywall and painting.

As to the landlord's claim for unpaid rent, under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant owed rent and failed to pay all the rent in accordance with the terms of the tenancy agreement, leaving a rent deficiency in the amount of \$896.69. I find the landlord has established a monetary claim in that amount.

Due to their successful application, I grant the landlord recovery of their filing fee of \$100.

Using the offsetting provisions contained in section 72 of the Act, the landlord may withhold the tenant's security deposit of \$600 in partial satisfaction of the monetary award.

### Conclusion

I issue a monetary order of **\$1,346.94** in favour of the landlord as follows:

ITEM	AMOUNT
1. Unpaid rent	\$896.69
2. Drywall repairs	\$90.00
3. Wall painting	\$225.00
4. Garbage removal	\$90.00
5. Carpet steam cleaning	\$157.50
6. Cleaning	\$350.00
7. GST	\$37.75
8. Filing fee for the application	\$100.00
9. Less security deposit	(\$600.00)
<b>TOTAL</b>	<b>\$1,346.94</b>

The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this order as soon as possible to be enforceable. 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*. 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: December 19, 2022