



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## **DECISION**

Dispute Codes      CNR OPR-DR, MNR-DR, MNDCL, FFL

### Introduction

The landlord seeks compensation for unpaid rent, unpaid hydro, and for costs related to cleanup and junk removal, pursuant to sections 26 and 67 of the *Residential Tenancy Act* (the “Act”). They also seek to recover the cost of the application filing fee pursuant to section 72 of the Act. It should be noted that the tenant made an application disputing a notice to end tenancy for unpaid rent; the tenant abandoned the rental unit in November 2022 and did not attend the hearing. The tenant’s application is dismissed.

### Issue

Is the landlord entitled to compensation?

### Background and Evidence

Monthly rent was \$1,522.00 and the tenant paid a \$750.00 security deposit. The landlord’s representative testified under oath that the landlord seeks \$9,833.50 for unpaid rent, unpaid hydro, the cost of junk removal, and the cost of the filing fee.

Supporting documentary evidence included a copy of the notice to end tenancy, a monetary order worksheet, the tenant’s ledger, copies of the hydro bills, and an invoice for the cleaning from “Rent A Man.”

### Analysis

In an administrative hearing, the person making a claim must provide evidence that it is more likely than not that the facts occurred as claimed. This is known as the “balance of probabilities” standard of proof. The burden of proof is on the person making the claim.

Section 26 of the Act requires tenants to pay rent on time unless they have a legal right to withhold some of the rent. This section also requires the payment of any utilities that are owing under a tenancy agreement.

After considering all of the undisputed evidence before me, I find that the landlord has proven their claim on a balance of probabilities for unpaid rent and utilities.

Section 37(2)(a) of the Act requires that a tenant “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear” when they vacate.

After considering all of the undisputed evidence before me, I find that the landlord has proven their claim on a balance of probabilities that they incurred costs related to cleaning the rental unit resulting from the tenant’s breach of section 37(2)(a) of the Act.

In total, the landlord is awarded \$9,733.50. As the landlord was successful in its application, they are awarded an additional \$100.00 for the cost of the filing fee.

Pursuant to section 38(4)(b) of the Act the landlord is authorized to retain the \$750.00 security deposit in partial satisfaction of the amount awarded. The balance of the amount (\$9,083.50) is granted by way of a monetary order, a copy of which will be issued to the landlord along with this decision.

### Conclusion

The tenant’s application is dismissed without leave to reapply.

The landlord’s application is granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: January 16, 2023

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Residential Tenancy Branch