



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Page: 1

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

The landlord seeks compensation under the *Residential Tenancy Act* (the “Act”).

A dispute resolution hearing first occurred on August 30, 2022. The application was adjourned so the landlord could submit copies of its documentary evidence.

The tenant was emailed a new *Notice of Dispute Resolution Proceeding* from the Residential Tenancy Branch on August 31, 2022 for today’s hearing. I also note that the initial *Notice of Dispute Resolution Proceeding* was served by the landlord to the tenant by way of registered mail on February 7, 2022. The tenant did not attend either hearing.

Issue

Is the landlord entitled to compensation?

Background and Evidence

The tenancy began October 1, 2020 and ended on January 14, 2022. Monthly rent was \$2,350.00. The tenant paid a \$1,175.00 security deposit and a \$1,175.00 pet damage deposit. The deposits are currently held in trust by the landlord pending the outcome of this application. There is a copy of a written tenancy agreement in evidence.

The landlord seeks compensation in the amount of \$6,707.56 plus an additional \$100.00 to cover the cost of the application filing fee. Submitted into evidence was a detailed monetary order worksheet, invoices and receipts for the amounts claimed, a condition inspection report, and additional documentary evidence. As confirmed under oath by the two landlord representatives, the amounts claimed are for various repairs, cleaning, junk removal, and various supplies. In addition, the tenant did not pay the last month’s rent, parking fees, utilities, and there is a late rent payment fee.

Analysis

Section 7 of the Act states that 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 for damage or loss that results. A party claiming compensation must do whatever is reasonable to minimize their loss.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

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. The representatives’ undisputed sworn testimony, coupled with the supporting documentary evidence, persuades me on a balance of probabilities that the tenant breached section 37(2)(a) of the Act, that the landlord suffered a financial loss as a result of this breach, and that the amounts claimed are reasonable. As such, the landlord has proven its claim for compensation for matters related to this breach.

Section 26 of the Act requires tenants to pay rent on time unless they have a legal right to withhold some or all of the rent. Rent includes utilities and parking fees. In this case, the tenant did not pay rent, utilities, and parking fees, thus they owe the amount claimed by the landlord. They were late on paying rent (in that they never paid it) and thus are also required to pay a late rent fee as set out in the tenancy agreement.

After considering all of the undisputed oral and documentary evidence before me, I find that the landlord has proven their claim on a balance of probabilities. Because the landlord succeeded in this application they are also entitled to (under section 72 of the Act) an additional \$100.00 in compensation to pay for their application filing fee.

In total the landlords are awarded \$6,807.56.

Pursuant to section 38(4)(b) of the Act the landlord is hereby authorized and ordered to retain the \$2,350.00 in security and pet damage deposits in partial satisfaction of the amount awarded.

A monetary order for \$4,457.56 is issued with this decision to the landlord. The landlord must serve a copy of the monetary order upon the tenants. The monetary order may be filed and enforced in the Provincial Court of British Columbia, Small Claims Court.

Conclusion

The application is granted.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: January 12, 2023

Residential Tenancy Branch