



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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DECISION

Dispute Codes MNDL-S FFL

Introduction

The landlord seeks compensation pursuant to sections 67 and 72 of the *Residential Tenancy Act* (the “Act”).

A hearing was held on February 16, 2023 at 1:30 PM. A representative for the landlord’s agent (listed as the applicant and landlord for the purposes of this application) attended the hearing. The tenant did not attend the hearing, which ended at 1:42 PM.

The landlord’s agent testified under oath that the Notice of Dispute Resolution Proceeding and documentary evidence was sent by Canada Post registered mail on June 17, 2022. Photographs of the receipt, the tracking number, and the package were submitted into evidence. Based on this undisputed sworn evidence it is my finding that the tenant was served in accordance with the Act.

Issue

Is the landlord entitled to compensation?

Background and Evidence

The tenancy began October 15, 2019 and ended on May 31, 2022. The rent was \$2,100.00 and the security deposit was \$1,050.00. The landlord has retained \$810.00 of the security deposit pending the outcome of this application, and has previously returned the balance to the tenant. A copy of the tenancy agreement was in evidence.

The landlord testified that they seek compensation for the cost of cleaning and repairs to the rental unit caused by the tenant’s negligence. There is in evidence an invoice for this cost, a copy of two condition inspection reports, and numerous photographs of the rental unit.

Analysis

Section 7 of the Act states that if a party does not comply with the Act the non-complying party 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.

Based on the evidence, the tenant breached the Act by not leaving the rental unit clean and undamaged, resulting in an \$810.00 loss for the landlord. The claim for compensation has been proven.

The landlord succeeded in this application and is thus entitled to recover the cost of the \$100.00 application filing fee under section 72 of the Act.

The landlord shall, pursuant to section 38(4)(b) of the Act, retain the \$810.00 of the security deposit in partial satisfaction of the award granted. The remainder of the award, \$100.00, is granted by way of a monetary order issued to the landlord. The landlord must serve a copy of the monetary order upon the tenant, and the tenant is ordered to pay to the landlord \$100.00 within 15 days of receiving a copy of this Decision.

Conclusion

The application is granted.

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

Dated: February 16, 2023