



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, for the cost of cleaning the unit and to recover the cost of the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail which was successfully deliver to the tenant on June 8, 2022. A Canada post tracking scanned signature of recipient. I find that the tenant has been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?  
Is the landlord entitled to monetary compensation for cleaning?

### Background and Evidence

The tenancy began on July 8, 2008. Rent in the amount of \$653.00 was payable on the first of each month. The tenant was not required to pay a security deposit. The tenancy ended on August 31, 2021.

The landlord claims as follows:

<i>Document Number</i>	<i>Receipt / Estimate From</i>	<i>For</i>	<i>Amount</i>
#1	BC Housing Management	Remaining August rent	\$18.50
#2	BC Housing Management	Full September rent	\$653.00
#3	BC Housing Management	Move out clean and debris	\$370.50

The landlord testified that the tenant failed to pay all rent for August 2021 and there was a balance due of \$18.50.

The landlord testified that the tenant did not give sufficient notice to end the tenancy as they received notice to vacate on August 12, 2021 for August 31, 2021. The landlord stated that the tenant failed to leave the rental unit clean and they were not able to rent it for any portion of September 2021. The landlord seeks to recover loss of rent for September 2021 in the amount of \$653.00. Filed in evidence is the tenant's notice to vacate.

The landlord testified that the tenant did not clean the rental unit at the end of the tenancy and left some garbage behind. The landlord seeks to recover the cost of cleaning in the amount of \$370.50. Filed in evidence is a copy of the move-out condition inspection report and photographs.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

### **Rules about payment and non-payment of rent**

*26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I accept the undisputed testimony of the landlord that the tenant failed to pay all rent due for August 2021. I find the tenant breached section 26 of the Act. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$18.50**.

I accept the undisputed testimony of the landlord that the tenant did not give sufficient notice to end the tenancy as the earliest date the tenant could have legally ended the tenancy was September 30, 2021. Further, due to the condition of the rental unit being left dirty was unable to be rented. I find the tenant breached section 45 of the Act. Therefore, I find the landlord is entitled to recover loss of rent for September 2021, in the amount of **\$653.50**

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

### **Leaving the rental unit at the end of a tenancy**

*37 (2) 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 accept the undisputed testimony of the landlord that the tenant failed leave the rental unit reasonable clean. This is supported by the move-out condition inspection report

and photographs. I find the tenant breach section 37 of the Act. Therefore, I find the landlord is entitled to recover the cost they paid for cleaning in the amount of **\$370.50**.

I find that the landlord has established a total monetary claim of **\$1,142.00** comprised of the above described amount(s) and the \$100.00 fee paid for this application. I grant the landlord an order under section 67 of the Act . This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

### Conclusion

The landlord is granted a monetary order for in the above noted amount.

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: February 03, 2023

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Residential Tenancy Branch