



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDL MNRL MNDCL FFL

### Introduction

This dispute relates to the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. \$30,751.81 for unpaid rent, damages and other compensation,
2. Filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated July 28, 2022 (Notice of Hearing), application and documentary evidence (Hearing Package) were considered. The landlord testified that the Hearing Package was served on the tenant both by email, the same email address used for the previous hearing which included an approved substituted service application and by registered mail. The registered mail tracking number is RN 563 087 280 CA. The address used was the address provided to the British Columbia Provincial Court by the tenant, which was also submitted in evidence.

According to the Canada Post online registered mail tracking website, the Hearing Package was mailed to the tenant on July 29, 2022 and was signed for and accepted on August 8, 2022. Given the above, I find the tenant was served as of August 8, 2022, when the Hearing Package was signed for and accepted.

Residential Tenancy Branch (RTB) Rule 7.3 of the Rules of Procedure (Rules) applies and states the following:

**Rule 7.3 Consequences of not attending the hearing**

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

Based on the above, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present.

Preliminary and Procedural Matters

A previous decision regarding this tenancy dated September 2, 2020 (Previous Decision) exists and should be read in conjunction with this decision. The file number of the Previous Decision has been included on the cover page of this decision for ease of reference.

The landlord confirmed the email addresses for both parties at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to the landlord. The decision will also be emailed the tenant.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

Monthly rent was \$1,960 per month.

The landlord is seeking the following monetary amount by item for ease of reference:

1. \$1,960 for September 2020 use and occupancy and loss of revenue,
2. \$10 for garbage disposal for September 3, 2020,
3. \$136.44 for epoxy paint seal kit for cat urine and other smells on garage floor,
4. \$24 for garbage disposal for September 9, 2020,
5. \$10 for garbage disposal for September 29, 2020,
6. \$17.92 for carpet cleaner,
7. \$182.76 for replacement of door handles,
8. \$113.69 for missing/broken screens,

9. \$123.24 to gain access to property,
10. \$96.30 to replace deadbolt and handle to front door,
11. \$25 for garbage disposal for September 13, 2020,
12. \$120 for Writ of Possession court fees August 17, 2020,
13. \$123.09 for 2 garage door openers (originals not returned),
14. \$42 for special cleaning of blinds to treat mould and cigarette smoke,
15. \$168 for special cleaning and repair of custom blinds,
16. \$346.50 for special cleaning of custom blind and repair of same,
17. \$139.84 to replace damaged kitchen faucet,
18. \$157.50 for additional carpet cleaning due to new tenant allergies to leftover cat dander,
19. \$138.52 for paint to repair broken doors,
20. \$2,800 to reface vanity door and drawers from water damage,
21. \$823.35 for fibreglass shower repair,
22. \$10,640 for all other repairs, see invoice from GB,
23. \$4,500 for all other painting and drywall repairs, see invoice from CH,
24. \$31 for court filing fee,
25. \$31 for second court filing fee,
26. \$31 for third court filing fee,
27. \$7,850 as a rough estimate for carpet and floor repair not including tax or labour.

I find the total for the above is \$30,641.15.

The landlord presented testimony, receipts, invoices and photo evidence in support of all 27 items listed above with the exception of item 23 of \$4,500 which was missing and is dismissed without leave to reapply due to insufficient evidence.

### Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, \$30,641.15 less \$4,500 I find is \$26,141.15. Adding the \$100 filing fee pursuant to section 72 of the Act would bring that total to \$26,241.15.

As the tenant was served with the Hearing Package and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$26,241.15**, which includes the filing fee as the landlord's application is successful. I have considered the

undisputed testimony of the landlord and that the application was unopposed by the tenant. I find the tenant breached sections 26 and 37 of the Act. Section 26 requires that rent be paid in accordance with the tenancy agreement and section 37 includes the requirement to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I find the tenant failed to leave the rental unit in a state of reasonable cleanliness and damaged the rental property beyond normal wear and tear. I do not apply any depreciation due to what I find to be purposeful damage and negligent use of the rental property based on the photo evidence before me. I grant the landlord a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord of **\$26,241.15.**

#### Conclusion

The landlord's application is mostly successful. The landlord has been granted a monetary order pursuant to section 67 of the Act, in the amount owing of \$26,241.15.

The landlord must serve the tenant with the monetary order and may enforce the monetary order in the British Columbia Provincial Court, Small Claims Division.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 26, 2023

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Residential Tenancy Branch