



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MND MNSD MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 8, 2023. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she sent the Notice of Hearing and evidence to the Tenant by registered mail on August 30, 2022. Proof of mailing was provided at the hearing. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed served with this package 5 days after they were mailed.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

### Background and Evidence

The Landlord stated that monthly rent was set at \$1,835.00, and was due on the 1<sup>st</sup> of the month. The Landlord still holds a security deposit in the amount of \$892.50. The Landlord provided a copy of the tenancy agreement into evidence, showing that the tenancy was a fixed term, starting April 1, 2022, ending March 31, 2023. The Landlord stated that the Tenant left with short notice at the end of July 2022, after failing to pay rent for a couple of months.

More specifically, the Landlord stated that the Tenant only paid \$600.00 in rent for June 2022, leaving \$1,235.00 owing for that month. Then the Tenant failed to pay any rent for July 2022, and he moved out at the end of the month. The Landlord stated that they re-rented to unit quickly, and were able to find new Tenants for August 15, 2022, so they are seeking recovery of the first half of August 2022 (\$917.50) for the days it sat empty, and since the Tenant was still under a fixed term tenancy.

The Landlord is also seeking the carpet cleaning costs of \$200.00, which was clearly agreed to by the Tenant under term a-14 of the tenancy agreement. The Landlord stated that the carpets were not cleaned at the end of the tenancy, and they had to do this before re-renting.

The Landlord also pointed to the tenancy agreement to show the Tenant is liable for two \$25.00 NSF fees for June and July rent when the Tenant's cheques bounced.

### Analysis

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant owes \$3,070.00 in unpaid rent for June and July 2022. I also find the Tenant is liable for the first half of August rent since he was still under fixed term and the unit sat empty for this period of time. I award \$917.50 for this. I also award \$50.00, which is 2x\$25.00 NSF fees for June and July 2022. I also award \$200.00 for the carpet cleaning, as the Tenant agreed to this deduction via the tenancy agreement, if he failed to clean the carpets at the end of the tenancy.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Total of items listed above	\$4,237.50
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$892.50)
<b>TOTAL:</b>	<b>\$3,445.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of **\$3,445.00**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: May 29, 2023

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Residential Tenancy Branch