



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding PLAN A REAL ESTATE SERVICES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: FFL MNDCL-S MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- a monetary order for unpaid rent and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

While the landlord's agents attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agents and I were the only ones who had called into this teleconference.

The landlord's agents were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch's teleconference system automatically records audio for all dispute resolution hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. The landlord's agents confirmed that they understood.

The landlord's agents confirmed that the tenant was served with the landlord's application for dispute resolution hearing package by way of registered mail on August 25, 2022, and a further evidence package on February 14, 2023, to the forwarding address provided by the tenant. The landlord provided the tracking numbers in their evidentiary materials, which is noted on the cover page of this decision. In accordance

with sections 88, 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence, five days after its registered mailing. The tenant did not submit any evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent and losses associated with this tenancy?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed term tenancy began on August 17, 2020, and continued on a month-to-month basis until the tenant moved out on July 5, 2022. Monthly rent was set at \$2,030.00, payable on the first day of the month. The landlord still holds the security deposit of \$1,000.00.

The landlord testified that the tenant moved out without paying the rent for July 2022. The landlord also wants to recover their losses for cleaning, repairs, and junk removal due to the tenant's failure to leave the rental unit in reasonably clean and undamaged condition.

The landlord is requesting monetary compensation as follows:

Unpaid Rent for July 2022	\$2,030.00
Carpet cleaning	441.00
Cleaning	315.00
Repairs & Junk Removal	2,178.06
Recovery of Filing Fee	100.00
Total Monetary Award Requested	\$5,064.06

The landlord provided documentary evidence, including the condition inspection reports with attached photos, and receipts to support the above losses.

Analysis

Section 26 of the Act, in part, states as follows:

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 find that the tenant was obligated to pay the rent for July 2022 as per the tenancy agreement and the Act, but the tenant did not. On this basis, I allow the landlord's monetary claim for unpaid rent in the amount of \$2,030.00.

Section 37(2)(a) of the Act stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient evidence to show that the tenant failed to leave the rental unit in reasonably clean and undamaged condition. I find that the evidence shows that the tenant did not remove all of their personal belongings when vacating the suite. I am satisfied that the landlord submitted receipts and invoices to support the losses claimed associated with the tenant's contravention of the Act. Accordingly, I allow the landlord's claims for cleaning, repairs, and junk removal.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As the landlord was successful in their application, I find that the landlord is entitled the \$100.00 filing fee paid for this application.

The landlord continues to hold the tenant's security deposit. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain the tenant's security deposit plus applicable interest in satisfaction of the monetary awards granted to the landlord. As per the RTB Online Interest Tool found at <http://www.housing.gov.bc.ca/rtb/WebTools/InterestOnDepositCalculator.html>, over the period of this tenancy, \$6.52 is payable as interest on the tenant's security deposit from August 17, 2020 when the deposit was originally paid, until the date of this decision, May 2, 2023.

Conclusion

I issue a Monetary Order in the amount of \$4,057.54 in the landlord's favour as set out in the table below.

Unpaid Rent for July 2022	\$2,030.00
Carpet cleaning	441.00
Cleaning	315.00
Repairs & Junk Removal	2,178.06
Recovery of Filing Fee	100.00
Less Security Deposit Held plus applicable interest	-1,006.52
Total Monetary Award	\$4,057.54

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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 02, 2023

Residential Tenancy Branch