



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL-S, MNDL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*.
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*.
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

The tenant did not attend. The hearing lasted 41 minutes.

The tenants are referenced in the singular.

Service

The landlord submitted as evidence a copy of RTB Form # 51 dated March 5, 2022, allowing them to serve the tenant by email at the address in the form.

The landlord submitted a copy of a covering email to the tenant dated September 22, 2022, serving them with the Notice of Hearing and Application for Dispute Resolution at the tenant's email address. The tenant did not reply.

Based on this undisputed evidence it is my finding that the tenant was served the required documentation necessary for them to participate in the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation?

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

Tenancy

A copy of the written tenancy agreement was in evidence. The landlord testified the tenant rented an apartment from them starting July 1, 2021. Rent was \$2,450.00. The tenant paid a security deposit of \$1,375.00 at the beginning of the tenancy. The landlord holds the security deposit in trust pending the outcome of this application.

Order of Possession

The landlord obtained an Order of Possession and Monetary Order for outstanding rent on May 31, 2022. Reference to the file number is on the first page. The tenant vacated June 30, 2022.

Landlord's Claims

The landlord seeks compensation for outstanding rent and costs related to repairs and expenses.

The landlord claimed the tenant moved out owing rent in the amount of \$4,600.00. The tenant did not leave the rental unit in a clean and undamaged state caused merely by reasonable wear and tear.

The landlord submitted many photographs in support of their claim:

ITEM	AMOUNT
Outstanding rent	\$4,600.00
Repairs	\$388.50
Key replacement and remote	\$115.68
Garbage removal	\$294.00
TOTAL	\$5,398.18

The landlord submitted receipts and supporting documentary evidence with respect to all claims.

Condition inspection Reports

The landlord's evidence included a condition inspection report on moving in and moving out signed by both parties.

The tenant did not provide a forwarding address.

Summary of Claim

The landlord claimed reimbursement of the filing fee and authorization to apply the security deposit

ITEM	AMOUNT
Claim (above)	\$5,398.18
Filing fee	\$100.00
Less Security deposit	(\$1,375.00)
TOTAL	\$4,033.18

The landlord requested a Monetary Order in the amount of **\$ \$4,033.18**

Analysis

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

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.

The tenant is required to pay rent when it is due. I accept the landlord’s evidence and find the tenant moved out owing outstanding rent as claimed.

Taking into consideration all the undisputed evidence, I find that the landlord has proven on a balance of probabilities that the tenant breached section 37(2)(a) of the Act, that the landlord would not have suffered a monetary loss but for the tenant’s breach, and that the amounts claimed are reasonable in the circumstances. I find the landlord has taken all reasonable steps to reduce the costs claimed.

Pursuant to section 38(4)(b) of the Act the landlord is authorized to retain the tenant’s security deposit in partial satisfaction of the amount awarded.

ITEM	AMOUNT
Claim (above)	\$5,398.18
Filing fee	\$100.00
Less Security deposit	(\$1,375.00)
TOTAL	\$4,033.18

I grant a Monetary Order in the amount of **\$ \$4,033.18**

Conclusion

The application is hereby granted.

I grant a Monetary Order in the amount of **\$4,033.18**

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 30, 2023

Residential Tenancy Branch