



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, FF

Introduction

This hearing convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenant;
- compensation for a monetary loss or other money owed;
- authority to keep the tenant's security deposit to use against a monetary award; and
- to recover the cost of the filing fee

The landlord, the landlord's daughter, acting as agent, and the tenant attended.

The hearing process was explained to the parties, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The tenant confirmed receiving the landlord's application for dispute resolution, evidence, and Notice of Hearing (application package). The tenant provided no evidence.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in

this matter are described in this Decision. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant and recovery of the cost of the filing fee?

Background and Evidence

The written tenancy agreement filed by the landlord shows a single room occupancy tenancy began on February 1, 2022, was set for a fixed-term to end on August 31, 2022, monthly rent was \$720, and the tenant paid a security deposit of \$350. The landlord retained the tenant's security deposit for the purposes of their application.

The landlord's application listed a tenancy start date of August 1, 2021.

The rental unit is a single room on the lower floor of a home owned and occupied by the landlord. The landlord rents out multiple bedrooms on the lower level.

The landlords' monetary claim was listed in their application as \$1700. The monetary order worksheet filed by the landlord was the following:

#1	Tenancy Agreement (RTB-1)	Unpaid rent for June 2022 and July 2022	\$1440
#2	Estimate by AspenClean for reference	Estimate for cleaning is \$296.25, landlord conducted self cleaning (suite, washroom, fridge, cabinets) for 3.5hrs (\$28.50/hr)	\$100
#3	Cash labor by family friend (no receipt)	Broken window sash balance in in-suite washroom, including parts and labor	\$60
#4	Dispute application payment	Fee for dispute application, dispute is caused by respondent's abandonment.	\$100

[Reproduced as written]

The landlord, through their daughter at the hearing and in written evidence, submitted the following: On June 1, 2022, the tenant sent an email stating they were vacating the rental unit on May 31, 2022. The tenant did not respond and the landlord was unsure if the tenant had abandoned the rental unit or was still living there. The landlord sought information from the RTB and was told that the notice from the tenant was not a proper notice. The landlord was also told that if the tenant did not pay rent or live in the rental unit for 30 days, it was considered abandoned. For this reason, the landlord waited until July 1, 2022, to inspect the rental unit to ensure that the tenant had vacated. The tenant finally responded on June 27, 2022, but the response was vague.

Rental ads were posted on July 2, 2022, and a new tenant was secured for August 1, 2022. For this reason, the landlord claims two months of loss of rent of \$720 for June and July, 2022, each.

As to the claim of \$60 for alleged damage, the landlord wrote the following in their application:

The single hung window in the in-suite washroom is broken, can no longer be lifted up or pulled down properly, and sash balances had to be replaced. I phoned Wesco Glass Restorations for an estimate, their service call starts at \$300. In the end, we got a family friend to conduct the repair work, \$60 including parts and labor fee, as it was cash labor no receipt was given.

The landlord filed photos of the window, a sash estimate, and move-in condition inspection report (Report).

As to the remaining claim, the landlord requested \$100 for cleaning the rental unit. The landlord submitted photos that showed the tenant failed to clean and remove their belongings from the rental unit. The landlord submitted an estimate from a cleaning company of \$296.25 for the work. The landlord submitted they did not pay the cleaning company, but the claim was an estimate based on the number of hours it took to clean the room and attached bathroom.

Tenant's response –

The tenant stated the following at the hearing: The bed was broken, was never fixed by the landlord, and that the landlord turned off the heater. There was never a move-in

inspection at the start of the tenancy. They spent 2 hours cleaning, and the landlord illegally increased the monthly rent during the tenancy, to \$720 from \$700.

The landlord said that on May 1, 2022, they went to look at the bed, but the tenant would not allow access.

Analysis

Under section 7(1) of the Act, 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 party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

Unpaid and loss of rent, June and July 2022 –

A tenant must give written notice to the landlord ending a fixed term tenancy at least one clear calendar month before the next rent payment is due and that is not earlier than the end of the fixed term. In this case, the tenant gave notice on June 1, 2022 of their intent to vacate by May 31, 2022 and the end of the fixed-term of the tenancy agreement here was August 31, 2022. While it is not clear when the tenant vacated, the tenant was obligated to pay the monthly rent for June 2022, and did not.

I therefore find the landlord established a monetary claim of **\$720** for the unpaid rent for June 2022.

There is no dispute that the tenant breached the terms of their written tenancy agreement by ending the tenancy before August 31, 2022, and I find the tenant is liable to the landlord for monthly rent under the terms of the tenancy agreement, subject to the landlord's obligation to minimize their loss.

In this case, the landlord confirmed they did not go downstairs to the rental unit for the entire month of June 2022, to see whether the tenant had vacated by their notice to vacate. I find this delay is unreasonable, as the landlord was obligated to do whatever is reasonable to minimize their loss. The landlord could have posted a notice of entry

on the tenant's door in June in order to ensure the tenant had vacated. Because they did not, I find the landlord submitted insufficient evidence that they attempted to minimize their loss for the July 2022, rent.

I therefore **dismiss** the landlord's claim of \$720 for loss of rent for July 2022, without leave to reapply.

Cleaning –

Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Under the Act, tenants are required to leave the rental unit reasonably clean when they vacate. The tenants are responsible for paying cleaning costs when the property is left at the end of the tenancy that does not comply with the Act. Tenants are not responsible for cleaning the rental unit to bring the premises to a higher standard.

I have reviewed the landlord's photos depicting the condition rental unit and attached bedroom, and I find this evidence shows that the tenant did not leave the rental unit reasonably clean. I find the landlord's claim of \$100 to be reasonable. I therefore find the landlord has established a monetary claim of **\$100**.

Repair of window and sash –

Having reviewed the landlord's photos depicting a damaged window, I find the landlord submitted sufficient evidence to show the tenant caused damage to the rental unit which required a repair. I find the landlord's claim to be reasonable. I therefore find the landlord has established a monetary claim of **\$60**.

I grant the landlord recovery of the filing fee of **\$100**.

I grant the landlords a monetary award of \$980, comprised of \$720 for unpaid rent for June 2022, \$100 for cleaning, \$60 for window repair, and recovery of the filing fee of \$100.

As of this date, the tenant's security deposit \$350 has accumulated interest of \$2.30.

I direct the landlord to retain the security deposit and interest of **\$352.30** in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 of the Act for the balance due of **\$627.70**.

The landlord is provided with a Monetary Order (Order) in the above terms and the tenant must be served with this Order if enforcement is necessary. Should the tenant 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.

Conclusion

The landlord's application for monetary compensation is partially granted and they have been awarded a monetary order in the amount of **\$627.70**.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 03, 2023

Residential Tenancy Branch