



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## 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.

A representative of the landlord attended the hearing. The tenant did not attend. The hearing lasted 27 minutes.

The landlord testified the tenant was served with the Notice of Hearing and Application for Dispute Resolution by email at the email address in the tenancy agreement on September 14, 2022. The tenancy agreement stated that each party could serve the other by email. The tenant KG acknowledged receipt by email to the landlord.

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.

A copy of the written tenancy agreement was in evidence. The tenancy began on May 15, 2020. Rent was \$2,100.00.

The tenant provided a security deposit of \$1,050.00. The landlord holds the security deposit in trust pending the outcome of this application.

The tenant did not pay rent due February 1, 2022, or after that. The tenant moved out March 15, 2022.

The landlord seeks compensation for outstanding rent, costs related to cleaning, painting and repairs to the damaged interior. 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.

### *Condition inspection Reports*

The landlord's evidence included a condition inspection report.

The report on moving in was signed by the tenant.

The parties did a walk through in February 2022. The landlord pointed out deficiencies. They agreed on a condition inspection for March 15, 2022. The landlord attended. The tenant did not.

The tenant did not leave forwarding address.

### *Landlord's Claim*

The landlord claimed the tenant moved out owing one and a half month's rent in the amount of \$3,096.58

The landlord claimed reimbursement of the following repair costs as reflected in supporting receipts.

ITEM	AMOUNT
Cleaning	\$150.00
Flooring, Countertop repairs	\$937.13
Painting (total \$798.00, apportioned)	\$500.00
Fridge shelves	\$102.07
<b>TOTAL</b>	<b>\$1,689.20</b>

The landlord claimed reimbursement of the filing fee and authorization to apply the security deposit, waived by the tenant for failing to attend the condition inspection on moving out, to the award:

ITEM	AMOUNT
Rent outstanding	\$3,096.58
Damages, compensation (above)	\$1,689.20
Filing fee	\$100.00
(Less security deposit)	(\$1,050.00)
<b>TOTAL</b>	<b>\$3,835.78</b>

The landlord requested a Monetary Order in the amount of **\$3,835.78**.

### 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.

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
Rent outstanding	\$3,096.58
Damages, compensation (above)	\$1,689.20
Filing fee	\$100.00
(Less security deposit)	(\$1,050.00)
<b>TOTAL MONETARY ORDER</b>	<b>\$3,835.78</b>

I grant a Monetary Order in the amount of **\$3,835.78**

#### Conclusion

The application is hereby granted.

I grant a Monetary Order in the amount of **\$3,835.78**

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 17, 2023

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Residential Tenancy Branch