



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

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

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlords June 1, 2022, under the *Residential Tenancy Act* (the Act), and an amendment to the Application (Amendment) filed on February 21, 2023, seeking:

- Recovery of unpaid rent and utilities;
- Compensation for damage to the rental unit;
- Compensation for monetary loss or other money owed;
- Retention of the deposit; and
- Recovery of the filing fee.

The hearing was originally convened by telephone conference call at 1:30 pm on February 13, 2023. That hearing was adjourned, and an interim decision was issued which should be read in conjunction with this decision. The hearing was reconvened by telephone conference call at 1:30 pm on May 23, 2023, and was attended by the Landlords. All testimony provided was affirmed. The Landlords were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The Landlords were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The Landlords were asked to refrain from speaking over me and one another, and to hold their questions and responses until it was their opportunity to speak. The Landlords were also advised that recordings of the proceedings are prohibited and confirmed that they were not recording the proceedings.

The Residential Tenancy Branch Rules of Procedure (Rules of Procedure) state that respondents must be served with a copy of the Application, the Notice of Hearing, any amendments, and any evidence intended to be relied upon by the applicants. As the Tenants did not attend the hearing, I confirmed service of these documents as follows. The Landlords stated that as per my orders in the February 13, 2023, interim decision, they served the Tenants with all the required documentation in person on February 23, 2023, in court before a BCSC Judge. Based on the above, and as there is no evidence or testimony before me to the contrary, I find that the Tenants were personally served with the above noted documents on February 23, 2023, as required by the Act and my previous orders. As a result, the hearing proceeded as scheduled pursuant to rules 7.1 and 7.3 of the Rules of Procedure, despite the absence of the Tenants or an agent acting on their behalf. Although the teleconference remained open for the 30-minute duration of the hearing, no one attended on behalf of the Tenants.

Although I have reviewed all evidence and testimony before me that was accepted for consideration, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

Issue(s) to be Decided

Are the Landlords entitled to recovery of unpaid rent and utilities?

Are the Landlords entitled to compensation for damage to the rental unit?

Are the Landlords entitled to compensation for monetary loss or other money owed?

Are the Landlords entitled to withhold the deposit?

Are the Landlords entitled to recovery of the filing fee?

Background and Evidence

The Landlords stated that the tenancy ended because of a previous hearing with the Residential Tenancy Branch (Branch) where they were issued an order of possession for the rental unit. The Landlords stated that the Tenants did not comply with the order of possession, and a bailiff was hired to remove the Tenants and their possessions from the rental unit. An invoice from the bailiff was submitted in the amount of \$1,108.92.

The Landlords stated that the Tenants did not pay rent for June of 2022 and sought recovery of \$1,500.00 in outstanding and lost rent for June of 2022. A copy of the tenancy agreement was submitted showing that rent in the amount of \$1,500.00 was due on the first day of each month. The Landlords also stated that the Tenants owe \$1,277.53 in outstanding utilities and other bills they were required to pay for under the tenancy agreement. Copies of these bills were submitted for my consideration.

The Landlords stated that the Tenants failed to leave the rental unit reasonably clean and undamaged, except for pre-existing damage and reasonable wear and tear, at the end of the tenancy, as required by section 37(2) of the Act, or to provide them with a forwarding address in writing. The Landlords stated that they therefore incurred the following costs because of the Tenants' breach to section 37(2) of the Act:

- \$1,522.50 for repairs;
- \$84.00 for carpet cleaning;
- \$161.72 for a uhaul rental; and
- \$93.00 for waste disposal fees.

The Landlords stated that in a previous decision rendered by the Branch, they were granted authority to withhold \$632.53 of the Tenants' security deposit. They therefore sought authorization to withhold the remaining \$117.47 of the security deposit and a monetary order for the remaining balance owed to them for the above noted things and recovery of the \$100.00 filing fee.

Analysis

Are the Landlords entitled to recovery of unpaid rent and utilities?

I am satisfied that \$1,500.00 in rent was due on the first day of each month under the tenancy agreement and that the Tenants did not pay rent for June of 2022. I am also satisfied that the Landlords were required to hire a bailiff to enforce a previously issued order of possession, that the Tenants and their possessions were removed from the rental unit by the bailiff on June 13, 2022, and that the rental unit was not left in a state of cleanliness or repair, thereby preventing the Landlords from re-renting it in June of 2022. I am also satisfied that the Tenants have failed to pay bills, or portions thereof, as required under the tenancy agreement totaling \$1,277.53.

As a result, I grant the Landlords recovery of the \$1,500.00 sought for outstanding and lost rent for June in 2022, and \$1,277.53 for unpaid bills and utilities pursuant to section 7 and 26 of the Act.

Are the Landlords entitled to recovery of costs incurred to repair damage to the rental unit and compensation for monetary loss or other money owed?

Based on the uncontested documentary evidence before me and the affirmed testimony of the Landlords, I am satisfied that the Tenants failed to leave the rental unit reasonably clean and undamaged at the end of the tenancy, except for pre-existing damage and reasonable wear and tear, as required by section 37(2) of the Act. I also accept the undisputed documentary evidence and testimony that the Tenants' breach of section 37(2) of the Act cost the Landlords not less than \$1,861.22. Pursuant to section 7 of the Act, I therefore grant the Landlords recovery of this amount.

Are the Landlords entitled to withhold the deposits?

As no evidence or testimony was presented that the Landlords extinguished their rights in relation to the deposits, I find that they did not. I also accept the Landlords' affirmed testimony that the Tenants have not provided a forwarding address in writing and that they were previously granted authority by the Branch to withhold \$632.53 of the Tenants' \$750 security deposit.

Pursuant to section 72(2)(b) of the Act, I therefore grant the Landlords authorization to withhold the remaining \$117.47 balance of the security deposit towards the above noted amounts owed.

Are the Landlords entitled to recovery of the filing fee?

As the Landlords were successful in their Application, I also grant them recovery of the \$100.00 filing fee pursuant to section 72(1) of the Act.

Conclusion

Pursuant to section 67 of the Act, I grant the Landlords a monetary order in the amount of **\$5,730.20**, and I order the Tenants to pay this amount to the Landlords. The Landlords are provided with this order in the above terms and the Tenants must be served with this order as soon as possible. Should the Tenants fail to comply with this

order, it 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 Branch under Section 9.1(1) of the Act.

Dated: June 9, 2023

Residential Tenancy Branch