



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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DECISION

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

Introduction

The Landlord seeks compensation for unpaid rent, for cleaning, for junk removal, for repairs, for late rent payment fees, and for the cost of the application fee, pursuant to sections 26, 67, and 72 of the *Residential Tenancy Act* (the “Act”).

Preliminary Issue: Service of Notice of Dispute Resolution Proceeding

The Landlord’s agent (hereafter the “Landlord” for brevity) testified under oath that the Tenant was served with the Notice of Dispute Resolution Proceeding in late September 2022 by Canada Post registered mail. A copy of the registered mail receipt and tracking number were submitted into evidence proving that service was properly executed.

Based on this undisputed affirmed oral and documentary evidence it is my finding that the Tenant was served with the proper documentation necessary for them to participate in the dispute resolution hearing. They did not participate.

Issue

Is the Landlord entitled to compensation?

Evidence and Analysis

In a dispute resolution proceeding before the Residential Tenancy Branch, the applicant must prove their claim on a balance of probabilities (meaning “more likely than not”). I have considered all the evidence and arguments but refer only to what I find relevant to provide context.

The tenancy began December 1, 2021, and ended August 31, 2022. The Landlord filed their application for dispute resolution for compensation and to retain the security and pet damage deposits on September 15, 2022. There is a \$900 security deposit and a \$900 pet damage deposit, both of which are held in trust by the Landlord pending the outcome of this application. Monthly rent was \$1,800.

The Landlord seeks \$560 in unpaid rent, \$50 in late rent payment fees of \$25 each for June and August 2021, \$2,990 for repairs and painting, \$810 for cleaning and junk removal, and \$100 for the cost of the application fee. The total claim is \$4,510.00.

The Landlord testified that the Tenant left the rental unit in a poor state, including leaving behind a random assortment of personal property. This included three cartons of milk and a pizza box in the refrigerator. The photographs depicted the Tenant’s having decorated the walls with graffiti.

A copy of a condition inspection report tendered into evidence, the report being completed at the beginning and at the end of the tenancy supports the Landlord’s claims for compensation related to cleaning, repairing, painting, and junk removal.

Photographs of the rental unit at the start and at the end of the tenancy were also in evidence. Invoices and receipts for the painting, repairing, cleaning, and junk removal were provided into evidence in support of the Landlord’s claim, along with a statement of account for the Tenant’s rent payment history.

Claim for Unpaid Rent

Rent must be paid in compliance with a tenancy agreement (section 26 of the Act). It is my finding based on the Landlord's undisputed and affirmed oral and documentary evidence that the Tenant did not pay all the rent for August 2022.

Pursuant to sections 26 and 67 of the Act the Landlord is therefore awarded \$560 in compensation for unpaid rent.

Claim for Late Fees

Sections 7(1)(c), 7(1)(d), and 7(2) of the *Residential Tenancy Regulation* permit a landlord to charge a late fee for returned unprocessed rent cheques or a related service charge incurred by the Tenant's financial institution, if permitted under the tenancy agreement, for late rent. The tenancy agreement in this tenancy permitted such a late fee, and the Tenant incurred two \$25 late rent fees for a total of \$50.

Based on the undisputed and affirmed evidence it is my finding that the Landlord has proven this claim on a balance of probabilities. They are thus awarded \$50.

Claim for Repairs, Painting, Cleaning, and Junk Removal

Section 37(2)(a) of the Act requires a tenant to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, when they vacate the rental unit.

The documentary evidence submitted by the Landlord persuades me beyond any doubt that the Tenant left the rental unit both damaged and unreasonably clean when they vacated the rental unit. The damaged blinds, the graffiti on the walls, and so forth, are beyond what might be considered reasonable wear and tear.

Taking into consideration all the evidence before me, it is my finding that the Landlord has proven on a balance of probabilities that they are entitled to the amount claimed in the amount of \$3,800.00 for repairs, painting, cleaning, and junk removal. The amounts claimed are more than reasonable in the circumstances and supported by the evidence.

Claim for Application Fee

As the Landlord was successful, the Tenant must pay \$100.00 to the Landlord for the cost of their application fee, pursuant to section 72 of the Act.

Summary of Award, Retention of Deposits, and Monetary Order

In total the Landlord is awarded \$4,510.00. Pursuant to section 38(4)(b) of the Act the Landlord is ordered to retain the two deposits totalling \$1,800 in partial satisfaction of the award. The balance of the amount of \$2,710 is granted by way of a monetary order. A copy of the monetary order is issued with this decision to the Landlord.

Conclusion

The application is hereby granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 14, 2023

Residential Tenancy Branch