



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

The Landlord seeks compensation pursuant to sections 7, 67, and 72 of the *Residential Tenancy Act* (the “Act”).

### Procedural Issue: Service of Notice of Dispute Resolution Proceeding

The Landlord testified under oath that they served the Notice of Dispute Resolution Proceeding on the Tenant by email on or shortly after September 28, 2022. Email was a pre-agreed form of communication between the parties. It should also be noted that the Residential Tenancy Branch emailed to both the Landlord and the Tenant a Hearing Notice – Rescheduled Hearing document on June 7, 2023. The Tenant did not attend the hearing, although I am satisfied based on the evidence that the Tenant was served with the required documentation necessary for them to participate in the hearing.

### Issue

Is the Landlord entitled to compensation?

### Evidence and Analysis

In reaching this decision, I have only considered relevant and necessary oral and documentary evidence that helped resolve the issues of the dispute.

The tenancy began on or about April 11, 2020 (according to a note on the Condition Inspection Report) and ended on August 31, 2022. The Tenant paid a \$1,015 security deposit and a \$1,015 pet damage deposit, both of which the Landlord holds in trust pending the outcome of this application.

The Condition Inspection Report (the "Report") indicates that the move in inspection was conducted on May 1, 2020. A move out inspection was completed on August 31, 2022. The Report comprehensively documents comprehensive damage to the rental unit, which required extensive expenditures for the Landlord. The Landlord testified that, while the Tenant was given three opportunities to attend to the move out inspection, the Tenant failed to attend. It is my finding that the Landlord completed the Report in full compliance with the Act and the regulation.

The Landlord seeks \$2,587.34 in compensation for these expenditures. Copies of various receipts, invoices, the Report, and other documentary evidence was submitted by the Landlord. (See Evidence\_submitted\_at\_time\_of\_application.pdf).

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. A party claiming compensation must do whatever is reasonable to minimize their loss.

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 a tenant to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear, when they vacate the rental unit.

Based on the undisputed and affirmed oral and documentary evidence it is my finding that the Landlord has proven, on a balance of probabilities, that the Tenant breached section 37(2)(a) of the Act and is entitled to compensation in the amount of \$2,587.34.

As the Landlord succeeded in their application, they are entitled to recover the cost of the \$100 application fee, pursuant to section 72 of the Act.

I award the Landlord a total of \$2,687.34. Pursuant to section 38(4)(b) of the Act the Landlord is authorized and ordered to retain the two deposits of \$2,030.00 in partial satisfaction of the award. The balance of the award shall be granted by way of a monetary order in the amount of \$657.34. A copy of the monetary order is issued with this decision to the Landlord, who must serve a copy of the order upon the Tenant.

### Conclusion

The application is hereby GRANTED.

The Landlord is awarded \$2,687.34 and is granted a monetary order in the amount of \$657.34. The Tenant is hereby ordered to pay \$657.34 to the Landlord forthwith.

Under section 85 of the Act, a copy of this decision and the monetary order may be filed and enforced in the Provincial Court. Once filed, the decision and the order have the same effect as a judgment or an order of the Provincial Court.

Dated: June 16, 2023

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Residential Tenancy Branch