



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNR-S, MND-S, FF

### Introduction

This hearing was convened as a result of the landlords' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The landlord applied for a monetary order for unpaid rent, compensation for alleged damage to the rental unit by the tenant, authority to keep the tenants' security deposit to use against a monetary award, and recovery of the cost of the filing fee.

The landlord and the landlord's agent (DT) attended the telephone conference call hearing; the tenants did not attend. The landlord and agent were affirmed.

The landlord testified that they served each tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (NODRP) by registered mail and their updated evidence, also by registered mail to the addresses provided by the tenants as their forwarding address. The landlord submitted evidence showing each tenant signed for the packages.

Based upon the evidence of the landlord, I find each tenant was served the NODRP in a manner complying the Act.

The landlord and agent 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 documentary evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

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 an order for monetary compensation referred to above and to recovery of the filing fee paid for this application?

Background and Evidence

The evidence showed the tenancy started on May 15, 2022, and ended on September 30, 2022, when the tenant vacated. The monthly rent was \$2550 and the landlord collected a security deposit and pet damage deposit (deposits) of \$1275 each. Filed in evidence was the written tenancy agreement.

The landlord continues to hold the security deposit, having made this claim against it. The landlord deducted \$30 from the pet damage deposit due to damage to the drape by the tenants' pet and returned the balance of \$1245.

The landlord's total monetary claim is comprised of unpaid rent of \$2550 for the month of September 2022, unpaid utility charges of \$319.01, and miscellaneous damage repair, cleaning costs, associated costs of \$2961.99, and the filing fee of \$100.

Apart from the unpaid rent and unpaid utility charges, the landlord's monetary claim is reproduced as follows:

Truck Rental to remove left items in the townhouse .....	\$331.14
Dump Run to dispose of items left in the townhouse.....	\$225.65
Gas for rental truck.....	\$25.97
Deadbolt as 2 keys were not returned.....	\$78.39
Replacement of keys that were not returned.....	\$13.41
Cleaning Supplies.....	\$150.75
Bathroom tap handles downstairs as one handle was burnt.....	\$28.65
Bedroom #2 window screen, bent and screen torn.....	\$21.87
Bedroom #2 repaired the window latch, removed the window to take latch off in order to repair the locking mechanism.....	\$85.00

Cracked bathroom sink upstairs.....	\$300.00
Cleaning of the living room curtains, cat hair.....	\$30.00
Batteries for the smoke detectors that were missing.....	\$25.16
Cleaning of the townhouse, breakdown below.....	\$1,536.00
Repair to the wall above the fireplace the holes were filled and drywall was spackled twice and then sanded.....	\$110.00
 Total owing.....	 \$2,961.99
Minus damage deposit.....	- \$1,275.00
Total left.....	\$1686.99
Minus pet deposit.....	- \$30.00
Total left owing.....	\$1,656.99

The landlords' additional relevant evidence included, but was not limited to, the move-in and move-out condition inspection report, invoices for costs claimed, photographs showing the state of the rental unit after the tenants vacated and notices to end the tenancy.

As to the landlords' claim for unpaid rent, the landlord submitted that the tenants remained in the rental unit for September, 2022, and failed to pay rent for that month or the utilities owed. The landlord submitted the utility bills.

The landlord submitted that the tenants failed to remove all belongings and garbage from the rental unit.

The agent testified that basically every room in the rental unit was left dirty and in shambles, with damage as well. The landlord, although not claiming for this, replaced the carpet as it was stained and unusable after the tenancy ended. The agent said they have been in this line of work for years and had never seen anything like the condition of the rental unit after the tenants vacated.

Cleaning required 3 people, for 2 days at 16 hours per person at \$32 per hour, for a total of \$1536, according to the landlord's evidence.

The landlord also provided a detailed list of all the work completed in each room of the two level, 3-bedroom home. The list is too detailed and comprehensive to reproduce in this Decision.

The landlord referred to their photographs filed in evidence to support the claim and invoices to support the amount of the claim.

The tenants did not attend the hearing and no evidence or submissions were provided by them.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

#### Unpaid rent –

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlords' undisputed evidence that the tenants owed rent and failed to pay rent in accordance with the terms of the tenancy agreement for the last month of the tenancy, or September 2022. I also find the tenants owed, but failed to pay all utilities owed under the written tenancy agreement. I find the landlord submitted sufficient evidence to support their claim of \$2550 for September rent and unpaid utility charges of \$319.01. I therefore grant the landlord's claim for **\$2,869.01**.

#### Other monetary compensation, including for damage –

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, the landlord here, has the burden of proof to substantiate their claim on a balance of probabilities.

Section 37 (2) of the Act states when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

As such, a tenant is required to remove all belongings including garbage and to clean the rental unit to a reasonable standard.

I find the landlord submitted sufficient and undisputed documentary and photographic evidence that the tenants failed to properly and reasonably clean the rental unit, leaving many items of personal property, and caused damage to the rental unit which exceeded reasonable wear and tear.

I find it was necessary for the landlord to clean the rental unit to a reasonable standard after the tenant vacated, incurring costs, remove garbage and belongings and repair the damage. Having reviewed the photographic evidence and invoices, I find the costs claimed by the landlord to be reasonable. I therefore grant the landlord's monetary claim for **\$2961.99**.

As a result, I find the landlord has established a total monetary claim of **\$5831**, as noted above.

Due to their successful application, I grant the landlords recovery of their filing fee of **\$100**.

The security deposit of \$1275 has accumulated interest of \$13.81, bringing the total held to \$1288.81, and the remaining pet damage deposit of \$30 has collected interest of \$0.31, bringing the total held to \$30.31.

Using the offsetting provisions contained in section 72 of the Act, the landlord is authorized to withhold the tenants' security deposit and pet damage deposit in partial satisfaction of the monetary award.

I note that the landlords also sought recovery of registered mail costs; however, those costs are not named in the Act as recoverable costs. I therefore decline to consider the requests for any costs of the application, other than the filing fee.

Conclusion

I issue a monetary order of **\$4,611.88** in favour of the landlord as follows:

ITEM	AMOUNT
1. Unpaid rent and utilities	\$2869.01
2. General damages and cleaning	\$2961.99
3. Filing fee	\$100.00
4. <i>Less security deposit, interest</i>	<i>(\$1288.81)</i>
5. <i>Less pet damage deposit, interest</i>	<i>(\$30.31)</i>
<b>TOTAL</b>	<b>\$4,611.88</b>

The landlords are provided with a Monetary Order in the above terms and the tenants must be served with this order as soon as possible to be enforceable. Should the tenants 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.

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: July 12, 2023

---

Residential Tenancy Branch