



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on November 17, 2022. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent and/or utilities;
- a monetary order for compensation for monetary loss or other money owed;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by SC, an agent, who provided a solemn affirmation at the beginning of the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, SC testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on November 25, 2022. SC testified it was received by the Tenant on December 1, 2022. Therefore, in the absence of evidence to the contrary, and pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

SC was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent and/or utilities?
2. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
3. Is the Landlord entitled to an order permitting the Landlord to retain the security deposit?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlord, SC confirmed the tenancy began on February 1, 2022, and ended on November 5, 2022. During the tenancy, rent of \$1,635.00 per month was due on the first day of each month. In addition, the Tenant paid a monthly parking fee of \$50.00, pursuant to a Monthly Parking Agreement dated February 1, 2022. The Tenant paid a security deposit of \$817.50 and a pet damage deposit of \$817.50, which the Landlord holds.

The Application discloses a claim for \$4,020.00, which is particularized on a Monetary Order Worksheet dated November 17, 2022.

First, the Landlord claims \$3,370.00 for unpaid rent due on July 1 and November 1, 2022. SC confirmed that this amount includes the \$50.00 parking fee for those months. In support, the Landlord submitted a ledger for the period from January 27 to November 6, 2022.

Second, the Landlord claims \$100.00 for NSF charges incurred during the months of July, August, September, and November 2022 ($\$25.00 \times 4 = \100.00). SC referred me to paragraph 5(b) of the tenancy agreement which provides for a \$25.00 fee for the late payment of rent.

Third, the Landlord claimed \$170.00 for carpet cleaning. SC testified that the carpets were dirty when the Tenant vacated the rental unit. Photographs were submitted in support. SC also referred to paragraph 24(j) of the tenancy agreement which describes the cleaning requirements for tenants. Further, the Landlord relied on an Outgoing Inspection report, signed by the Tenant, in which she acknowledged the rental unit was "in such condition as recorded on this inspection" and the Chargeback Amounts claimed.

Fourth, the Landlord claims \$160.00 to repair drywall damage caused by the removal of an LED light strip. The Landlord relied on an Outgoing Inspection report, signed by the Tenant, in which she acknowledged the rental unit was “in such condition as recorded on this inspection” and the Chargeback Amounts claimed.

Fifth, the Landlord claims \$120.00 for three hours of general cleaning in the rental unit. SC testified the apartment was left unclean and referred to the condition of the stove, fridge, and appliances. Photographs depicting the interior of the rental unit were submitted into evidence. The Landlord relied on an Outgoing Inspection report, signed by the Tenant, in which she acknowledged the rental unit was “in such condition as recorded on this inspection” and the Chargeback Amounts claimed.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application and requests an order to retain the security and pet damage deposits in partial satisfaction of the claim.

The Tenant did not attend the hearing to dispute the Landlord’s evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, Regulations, or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden of proving their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the Act. An applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$3,370.00 for unpaid rent and parking fees due on July 1 and November 1, 2022, I find the Landlord has demonstrated an entitlement to a monetary award of \$3,370.00.

With respect to the Landlord's claim for \$100.00 for NSF charges, section 7 of the Residential Tenancy Regulation permits a landlord to charge an administrative fee of not more than \$25.00 for the return of a tenant's cheque by a financial institution or for late payment of rent if the tenancy agreement provides for such a fee. In this case, supported by the ledger submitted, I find the Tenant did not pay rent when due in July, August, September, and November 2022, that fees were incurred due to the return of the Tenant's cheque, and that the tenancy agreement submitted into evidence provides for such a fee. Therefore, I find the Landlord is entitled to a monetary award of \$100.00.

With respect to the Landlord's claim for \$170.00 for carpet cleaning, \$160.00 to repair damage caused by the removal of an LED light strip, and \$120.00 for general cleaning, I find the Landlord is entitled to the amounts claimed. In particular, I rely on the Outgoing Inspection report, signed by the Tenant, in which she acknowledged the rental unit was "in such condition as recorded on this inspection" and the Chargeback Amounts claimed. I find the Landlord is entitled to monetary awards in the amounts claimed.

Having been partially successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application. I also find the Landlord is entitled to retain the security deposit held in partial satisfaction of the claims.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$2,385.00, which has been calculated as follows:

Claim	Allowed
Unpaid rent:	\$3,370.00
NSF charges:	\$100.00
Carpet cleaning:	\$170.00
LED light strip repair:	\$160.00
Cleaning:	\$120.00
Filing fee:	\$100.00
LESS deposits:	(\$1,635.00)
TOTAL:	\$2,385.00

Conclusion

The Landlord is granted a monetary order in the amount of \$2,385.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: August 29, 2023

Residential Tenancy Branch