



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding Action Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

The Landlord finalized their Application for Dispute Resolution (the “Application”) on November 20, 2022 seeking compensation for unpaid rent and for other money owed, and to recover the filing fee for their Application.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 21, 2023. In the conference call hearing, I explained the process and provided the attending party, the Landlord, the opportunity to ask questions on the hearing procedure.

Preliminary Matter – Landlord’s service of Notice of Dispute Resolution Proceeding

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with the Notice of Dispute Resolution Proceeding for this hearing. This means the Landlord must provide proof that they served that document using a method allowed under s. 89 of the *Act*, and I must accept that evidence.

The Landlord’s evidence, as reviewed in the hearing with the Landlord, shows that they served this Notice of Dispute Resolution Proceeding to the Tenant using registered mail, sent on November 23, 2022. The image of the postal receipt in the Landlord’s evidence shows the registered mail tracking number. In the hearing, the Landlord provided that the address they used for this purpose was that provided to them by the Tenant when the Tenant reviewed the condition of the rental unit on the final date of this tenancy, as shown in the Condition Inspection Report signed by the Tenant on that date.

The Landlord in the hearing stated that when they checked with Canada Post, the tracking number indicated that the registered mail was delivered on December 13. This package included the Notice of Dispute Resolution Proceeding and all of the Landlord's evidence they present for this hearing.

Based on the submissions of the Landlord, as well as the evidence of their registered mail, I find they served the Notice of Dispute Resolution Proceeding in a manner complying with s. 89(1)(c) of the *Act*. I deem the registered mail containing the required information served to the Tenant on November 28, 2022. I proceeded with the hearing in the Tenant's absence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for rent amounts owing, and/or other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided testimony on this tenancy. They provided a copy of the tenancy agreement they had in place with the Tenant, signed by the Tenant on January 11, 2019. This set out a start to the tenancy for January 11, 2019. The set rent amount was \$975, and the Tenant paid a security deposit amount of \$487.50.

In the hearing, the Landlord described the Tenant as needing one more day after the scheduled end-of-tenancy date of October 31, 2022. Because of this later-than-anticipated departure, the Landlord pro-rated the monthly rent for November 2022 and claims \$32.06 for this extra day.

On their Application to the Residential Tenancy Branch, the Landlord wrote as follows:

Unit cleaning - \$257.25; Carpet Cleaning - \$131.25; Replace missing items -- \$70.75

The "missing items" are 2 light bulbs, and a missing drain plug. For this, the Landlord claims one hour of labour, as shown in the invoice they provided dated November 4, 2022.

The Landlord also provided an invoice showing 7 hours of cleaning in the rental unit, for the total amount of \$257.25. There is an invoice for the amount of \$131.25 for carpet cleaning.

The Landlord, on a completed 'Monetary Order Worksheet', listed these amounts for the total of \$491.31.

Analysis

To be successful in a claim for monetary compensation for loss the Landlord has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

A tenant has ability to end a tenancy, as set out in s. 45. At this stage, the tenancy was a month-to-month tenancy, *i.e.*, a periodic tenancy; therefore, s. 45(1) provides that an effective date may be "the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement."

I find the agreement specifies that rent is payable on the 1st of each month. The Tenant extended the tenancy by one day, and ran past the effective date that is set within the *Act* s. 45(1)(b). I grant the Landlord the amount of \$32.06, as they calculated, for this breach by the Tenant.

I find the Landlord established the need for extra cleaning within the rental unit. This is a full day of cleaning that I find was warranted, as shown in the photos provided by the Landlord. I grant this claimed amount in full to the Landlord. Additionally, I find the Tenant did not adequately clean the carpets at the end of the tenancy. Both of these points are something beyond reasonable wear and tear, and the Tenant is responsible. The Landlord has established the value of this loss to them; therefore, I grant these amounts in full.

I find the cost of lightbulb replacement, and sink drain replacement, does not warrant one hour of labour. This part of the Landlord's claim I find is inflated, and not mitigated by the Landlord. I dismiss this single piece of the Landlord's claim for the amount of \$70.75.

I find the Landlord has established the amount of loss in the form of rent, and the cost of cleaning, owing to them. This amount is \$420.56.

I find it was necessary for the Landlord to bring this matter to the Residential Tenancy Branch in order to resolve the issue of costs for cleaning, primarily. I grant reimbursement of the Application filing fee to the Landlord in full.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The Landlord has established a claim of \$520.56. After setting off the security deposit of \$487.50, there is a balance owing of \$33.06. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$33.06. This is an application of s. 72(2)(b) of the *Act*.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$33.06 for monetary loss. I provide the Landlord with this Order in the above terms, and they must serve the Tenant with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: August 21, 2023

Residential Tenancy Branch