



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

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

### Introduction

The Landlord filed an Application for Dispute Resolution on May 18, 2023 seeking compensation for rent amounts, unpaid, other money owed, and damage to the rental unit. Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 15, 2023.

The Landlord attended the conference call hearing; the Tenant did not attend. I explained the hearing process and the Landlord had the opportunity to ask questions and present oral testimony during the hearing.

### Preliminary Matter – Landlord’s Notice of Dispute Resolution Proceeding and evidence

At the start of the hearing, I confirmed with the Landlord that they served the Notice of Dispute Resolution Proceeding to the Tenant as required. The Landlord advised they served the document by sending it to an email address the Tenant provided. An adjudicator at the Residential Tenancy Branch approved this method of service – as substituted service – by a written decision dated May 25, 2023. The Landlord provided with the Notice of Dispute Resolution Proceeding attached on May 28, 2023.

The Landlord’s email to the Tenant in August 2023 included the Landlord’s evidence they prepared for this hearing.

I find the Landlord served the Tenant with the Notice of Dispute Resolution Proceeding and their evidence as required. The Landlord served the material evidence as per s. 89(1)(f) of the

*Act*. Because the Landlord served the Tenant as required, I proceeded with the hearing in the Tenant's absence.

### Issues to be Decided

Is the Landlord entitled to compensation for rent amounts owing, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to compensation for other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to compensation for damages to the rental unit, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

### Background and Evidence

The Landlord provided a copy of the tenancy agreement in their evidence. The tenancy started on March 15, 2023 as stated in that document. The rent amount was \$1,850. The Tenant paid a security deposit of \$925. Though the agreement indicates the Tenant paid a pet damage deposit of \$925, in the hearing the Landlord clarified that the Tenant in fact did not pay a pet damage deposit. The copy of the tenancy agreement in the evidence bears the Tenant's signature of March 1, 2023.

In the agreement, it is specified that pets are allowed by written permission only. The Landlord presented that the Tenant snuck a second dog into the rental unit that was living there. These dogs presented a particular problem by continually barking at all hours as the Landlord described in the hearing.

The agreement also sets out that the Tenant "must pay the rent on time." Should the rent be unpaid, "the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice." The Landlord presented that this was the reason the tenancy ended, in May 2023. The RCMP attended and convinced the Tenant to vacate the rental unit. The Landlord entered the rental unit on May 20, 2023, to find the Tenant had vacated.

The agreement also provides that the Tenant must not change the locks unless the Landlord consented to that change. Should the Tenant change the locks making the Landlord require a locksmith, the Tenant shall be held liable for those costs.

The agreement also provides for any breach of a material term of the agreement, or an end to the tenancy by vacating before the end of the fixed term, means the Tenant will pay to the Landlord the sum of \$925 as liquidated damages, or alternatively the costs associated with re-renting the rental unit.

At the start of the tenancy, the Landlord completed a joint inspection of the rental unit with the Tenant on March 10, 2023. This is recorded and the Tenant signed that record in the Condition Inspection Report on that date. The Landlord on their own, without the Tenant present, completed the report again at the end of the tenancy, recording their observations of the state of the rental unit on May 20, 2023.

The Tenant did not return the keys for the rental unit and left it unlocked. The Tenant left garbage behind, and the rental unit was “dirty throughout.” In the hearing, the Landlord described a mess left by the Tenant everywhere in the rental unit.

The Landlord claimed the following amounts, and described each item in the hearing as follows:

- \$1,900 rent from May 2023 that was not paid, including a \$50 late fee.
- \$925 liquidated damages, as set out in the tenancy agreement – the Landlord provided this was the cost to them to obtain new tenants in the rental unit
- \$135 for “a very minor job of cleaning”, for 3 hours at \$45 per hour, shown in the May 16 invoice
- \$180 for carpet cleaning, where the cleaner gave the carpets 2 or 3 cleans, thereby avoiding the need for complete carpet replacement in the rental unit – this is shown in the invoice dated May 19
- \$222.60 for the cost of a handyman to remove items left behind by the Tenant in the rental unit – this is shown in photos the Landlord provided, and the amount is recorded in the invoice the Landlord provided dated May 18, 2023
- \$142.80 – the cost of a new lock – this is shown in the invoice the Landlord provided dated May 18

The Landlord provided a number of photos showing the state of the rental unit upon their inspection after the Tenant had moved out.

### Analysis

The *Act* s. 26 requires a tenant to pay rent when it is due under the tenancy agreement whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent.

The Landlord explained, and showed through evidence, that the Tenant left the amount of May rent unpaid. This was the reason the Landlord ended the tenancy, and the Tenant vacated the rental unit before paying this rent. The Landlord added a penalty amount of \$50, being 2 x \$25 late payment fees. I grant this amount of rent -- \$1,900 -- in full to the Landlord.

The *Act* s. 32(2) sets the obligation on the Tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.

To be successful in a claim for compensation for damage or loss the Applicant has the burden to provide enough evidence to establish the following four points:

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

I find as fact that the Tenant did not leave the rental unit in a state of cleanliness that was reasonable. This is plainly evident in the pictures provided by the Landlord for this hearing. This is a direct application of s. 32(2) of the *Act*. This was not reasonable wear and tear over the course of this short-term tenancy. I find the Landlord has established the value for the expense to them of obtaining cleaning services at the end of the tenancy, and removing refuse the Tenant left behind. I grant the amount of \$680.40 in full to the Landlord.

I grant the amount of \$925 to the Landlord, as liquidated damages for the Tenant ending this tenancy in an abrupt, non-communicated manner to the Landlord. This left the Landlord scrambling to have a new tenant to replace the Tenant here. The clause was stated plainly in the tenancy agreement; therefore, the Tenant was aware of the cost of their actions in this regard.

In total, I find the Landlord has established a claim of \$3,505.40. This is based on a review of the available evidence and the Landlord's description of the matter in the hearing.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit and/or pet damage deposit held by a landlord. The Landlord here has established a claim of \$3,505.40. After setting off the security deposit \$925, there is a balance of \$2,580.40. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$2,580.40 as compensation for the rental unit damage claim.

Because the Landlord was minimally successful in their claim, I grant \$100 reimbursement for the Application filing fee

### Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$2,680.40 for compensation set out above and the recovery of the filing fee for this hearing application. I provide this Monetary Order in the above terms and the Landlord must serve the Monetary Order to the Tenant as soon as possible. Should the Tenant fail to comply with the Monetary Order, the Landlord may file it 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: September 15, 2023

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Residential Tenancy Branch