

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to return the Tenant's personal property under section 65 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that Tenant D.M. was served on January 21, 2025, by registered mail in accordance with section 89 of the Act. The Landlord provided Canada Post tracking number to support this.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was not served to the Landlord in accordance with section 88 of the Act. The Landlord denies receiving any evidence from the Tenant.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Is the Tenant entitled to a Monetary Order for damage or loss?

Is the Tenant entitled to an order requiring the Landlord to return the Tenant's personal property?

Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Landlord provided the following copy of a Monetary Order Worksheet (MOW):

RTB-1 2022	Unpaid rent Sept, Oct, Nov, 2024	\$ 7075.00
CRD water billing	Unpaid Utilities	\$ 408.29
Shine Solutions	Deep Cleaning	\$ 330.00
GFL Dunford HIT	Disposal fee	\$ 129.11
Home Depot receipt	Fire detector, toilet seat , bulbs	\$ 114.91
Home Depot receipt	Missing Facuet	\$ 59.21
Home Depot receipt	Closet Doors	\$ 582.26
Victoria Super Service Towing	Car Removal+ storage	\$ 551.25
Best Buy advertisement	50" TV replacement	\$ 379.99
Invoice Painter Joe Driscoll Invoice #397825	House repair painting	\$1313.71
Total monetary order claim		\$ 10943.73

The Landlord provided a copy of the tenancy agreement showing that monthly rent was \$2700.00 due on the first day of each month, with a \$1350.00 security deposit. The Tenant is responsible for utilities.

The Landlord affirms that the Tenant vacated the rental unit on November 24, 2024.

Is the landlord entitled to a Monetary Order for unpaid rent?

The Landlord affirms that \$1600.00 of September 2024 rent remains unpaid, as well as the entirety of rent for October and December of 2024.

I find that the landlord has established a claim for \$7,000.00 in unpaid rent for September to December of 2024. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 55 and 72 of the Act.

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

The Landlord provided copies of the receipts and invoice mentioned in the MOW, as well as photographs to support the necessity of them. I find the Landlord has provided sufficient evidence and is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act in the amount of \$2529.20.

Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

The Landlord is requesting compensation for the television he affirms that the Tenant removed from the rental unit; the Landlord has not yet replaced the television. As the television has not been replaced, I find the Landlord has failed to prove the value of the loss and I decline to award compensation for the television.

The Landlord affirms he had the Tenant's vehicle towed away after the Tenant vacated the rental unit, the Landlord requests compensation for the cost of the towing. The Landlord affirms the vehicle was parked on the rental property when it was towed. He further provided an invoice from the towing company, dated November 27, 2024, for \$525.00.

I find the Landlord did not follow part 5 of the Regulations which relate to abandonment of personal property and therefore decline to award compensation for the cost of towing.

The Landlord provided a copy of an email, dated November 1, 2024, from the Capital Regional District Integrated Water Services department stating the outstanding balance on the account related to the rental unit is \$408.29. The Landlord affirms the Tenant has not paid this as is required under the tenancy agreement.

I find the Landlord has provided sufficient evidence to receive compensation for the unpaid utilities in the amount of \$408.29.

I find the Landlord is entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act in the amount of \$408.29.

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Is the Tenant entitled to a Monetary Order for damage or loss?

As the Tenant did not attend the hearing, per Rule of Procedure 7.3, I dismiss their application without leave to reapply.

Is the Tenant entitled to an order requiring the Landlord to return the Tenant's personal property?

As the Tenant did not attend the hearing, per Rule of Procedure 7.3, I dismiss their application without leave to reapply.

Conclusion

I grant the Landlord a **\$10,037.49** Monetary Order under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$7,000.00
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$2529.20
a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act	\$408.29
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$10,037.49

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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.

The Landlord may retain the tenant's \$1350.0 security deposit, plus interest of \$20.71, a total amount of **\$1370.71**, as partial satisfaction of the monetary order.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 26, 2025

Residential Tenancy Branch