



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MACGREGOR REALTY & MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

Only the landlord attended this hearing and provided sworn testimony that the tenant was served with the Application for Dispute Resolution by registered mail on March 16, 2016. I find that the tenant is served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant owes for unpaid rent and utilities and damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced September 1, 2015 on a fixed term lease to August 15, 2016, that monthly rent was \$4500.00 and a security deposit of \$2250 and a pet damage deposit of \$2250 were paid. The landlords said that the tenant abandoned the unit in February 2016 after disconnecting the hydro and February's rent cheque was returned NSF. The landlord claims as follows:

- 1. \$74.92 for BC Hydro Feb. as invoiced.
- 2. \$409.50 for cleaning
- 3. \$147.00 for carpet cleaning
- 4. \$40 for yard cleanup
- 5. \$26.25 Dog waste removal

6. \$127.99 for lock changes
7. \$115.04 to fix a broken bed frame
8. \$2250 for cost of releasing
9. \$4500 for February rent as cheque returned NSF

In evidence is the tenancy agreement, the copy of the NSF cheque, some texts from the tenants saying to use their deposits for February rent, and invoices to support all the amounts claimed. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

#### **Monetary Order**

I find that there are rental arrears in the amount of \$4500 for February 2016 plus \$74.92 in utilities. I find the landlord was able to re-rent for March 1, 2016 so no further rent is claimed or owed. I find this was a fixed term lease which the tenant breached by leaving early. I find the landlord entitled to recover their re-leasing fee of \$2250.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, 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 as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

#### **Director's orders: compensation for damage or loss**

**67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

Section 37 of the Act provides that when the tenant vacates the unit, they must leave it reasonably clean and tidy and give the landlord all the keys. I find the tenant in this case violated the Act by leaving the unit unclean and dog feces in the yard. I find the landlord entitled to recover \$409.50 for housecleaning, \$147 for carpet cleaning, \$40 for yard cleanup and \$265.25 for dog waste removal. I find the landlord also entitled to

recover the cost of lock changes as the keys were not returned when the tenant vacated. I find the landlord's testimony well supported by the invoices in evidence.

I find the weight of the evidence is that the tenants also damaged a bed frame so I find the landlord entitled to recover \$115.04 for its repair. I find some damage was caused by the pet so the pet damage deposit will be retained as well as the security deposit to offset the amount owing.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit and pet damage deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

**Calculation of Monetary Award:**

Rent arrears and utility arrears Feb.2016	4574.92
Breach of lease –re-rent fee	2250.00
House cleaning	409.50
Carpet cleaning	147.00
Yard cleanup	40.00
Dog waste removal	26.25
Rekey lock changes	127.99
Fix bed frame	115.04
Filing fee	100.00
Less security deposit	-2250.00
Less pet damage deposit	-2250.00
<b>Total Monetary Order to Landlord</b>	<b>3290.70</b>

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: July 20, 2016

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Residential Tenancy Branch

