



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDCL MNRL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing. The landlord had full opportunity to provide affirmed testimony, present evidence, and make submissions.

The tenant did not attend the hearing. I kept the teleconference line open for the duration of the hearing to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct participant code was provided to the tenant.

The landlord testified the tenant personally served the landlord with the Notice of Hearing and Application for Dispute Resolution on June 2, 2019 by delivering copies to the tenant personally at the rental unit. Based on the undisputed testimony of the landlord, I find the tenant has been properly served with the Notice of Hearing and Application for Dispute Resolution pursuant to section 89 of the *Act*.

Preliminary Matter: Request to Amend Application To Include Further Rent

At the hearing the landlord requested an amendment to his Application for Dispute Resolution to add additional rent which became due after the filing of this application for dispute resolution. Residential Tenancy Branch *Rules of Procedure* Rule 4.2 provides

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.”
(emphasis added)(Residential Tenancy Branch *Rules of Procedure* Rule 4.2)

Landlord’s request to amend his application to include rental arrears accruing after the filing of the application for dispute resolution is directly within the scope of Residential Tenancy Branch *Rules of Procedure* Rule 4.2. Accordingly, I grant landlord’s request to amend his application to include additional rent accrued since filing his application for dispute resolution.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67?

Is the landlord entitled to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72?

Background and Evidence

The landlord testified that the tenancy started on November 7, 2017. The landlord testified that the monthly rent was \$1,600.00, due on the first day of each month. The landlord testified that the tenant paid a \$800.00 security deposit which they still hold.

The landlord testified that the tenant did not pay rent for May 2019 or June 2019. The landlord testified that the tenant vacated the rental unit at the end of June 2019.

The landlord testified that the tenant left the rental unit in a very dirty condition. The landlord testified that the tenant left junk and debris throughout the rental unit. In addition, the rental unit was very dirty. The landlord testified that he paid \$250.00 for a person to spend a whole day cleaning the rental unit.

Analysis

I am satisfied from the landlord's unrefuted testimony that the tenant has an obligation to pay monthly rent in the amount of \$1,600.00 and the tenant has not paid rent for May 2019 or June 2019. Pursuant to section 7(1) of the *Act* which states, "If a tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying tenant must compensate the other for damage or loss that results." I find the landlord is entitled to a monetary award of \$3,200.00 for unpaid rent in May 2019 and June 2019.

Furthermore, section 37(2)(a) of the *Act* states that a tenant must leave the rental unit in a reasonably clean condition at the end of the tenancy. I find that the tenant has failed to leave the rental unit in a reasonably clean condition. Further, I find that the tenant's failure to clean the rental unit caused the landlord to incur cleaning costs of \$250.00. Accordingly, I find that the landlord is entitled to compensation for the cleaning costs of \$250.00 pursuant to sections 7(1) and 67 of the *Act*.

Since the landlords have prevailed in this matter, I grant the landlord reimbursement of the \$100.00 filing fee from the tenant pursuant to section 72(1) of the *Act*.

I find that the landlords hold a security deposit of \$800.00 which may be deducted the damages owed by the tenant to the landlords pursuant to section 72(2) of the *Act*.

Based on the foregoing, I grant the landlord a monetary award of \$2,750.00, calculated as follows.

<u>Item</u>	<u>Amount</u>
Unpaid rent for May 2019	\$1,600.00
Unpaid rent for June 2019	\$1,600.00
Cleaning	\$250.00
Filing fee	\$100.00
Less: security deposit	-\$800.00
TOTAL	\$2,750.00

Conclusion

I grant the landlords a monetary order in the amount of **\$2,750.00**. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court to 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 10, 2019

Residential Tenancy Branch