



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC FF

Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 1:55 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on February 28, 2020, she personally served both tenants with a copy of the Application for Dispute Resolution and Notice of Hearing at their respective work places.

Based on the above evidence, I am satisfied that the tenants were personally served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to a monetary award for unpaid rent and compensation for loss?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on August 1, 2012. The monthly rent was \$1107.00 payable on the 1st day of each month. The tenants paid a security deposit of \$500.00 at the start of the tenancy which the landlord continues to hold.

The landlord is claiming unpaid rent in the amount of \$1107.00 for the month of January 2020. The landlord testified the tenants vacated the unit on January 31, 2020 but failed to pay rent for this month.

The landlord is also claiming loss of \$3169.55 for garbage and junk removal from the property at the end of the tenancy. The landlord testified these charges included bin rental fees of 4-5 bins plus the labour and disposal fees. In addition to the bins the landlord also had to hire a garbage removal company to remove additional truck loads of garbage. The landlord testified the rental property was inundated with garbage both inside and outside the house. Invoices of the garbage removal and dump fees were submitted along with a move-out condition report. The landlord testified the tenants did not participate in the move-out inspection.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

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

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the landlord's undisputed testimony and find the tenants failed to pay rent for January 2020; therefore, the landlord is awarded \$1107.00 for unpaid rent as claimed.

I find that the tenant did not leave the rental unit reasonably clean and undamaged and this is supported by the landlord's undisputed testimony, move-out report and invoice

submissions. I find that the landlord has established the existence of the damage or loss as claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage. I find the landlord has suffered a loss as claimed in the amount of \$3169.55.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$4376.55.

The landlord continues to hold a security deposit in the amount of \$500.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$3876.55.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$3876.55. Should the tenants 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.

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: March 30, 2020

Residential Tenancy Branch