



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0707041 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **MNRL, FFL, MNDL, MNDCL**

### **Introduction**

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

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage or compensation, pursuant to section 67;
- a Monetary Order for damage, pursuant to section 67; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:44 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent (the "landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that tenant M.M. was personally served with this application for dispute resolution and evidence via process server on December 16, 2020. The landlord entered into evidence a witnessed affidavit of service confirming the above testimony. The landlord testified that the process server attempted to serve tenant D.E. but was unsuccessful.

Residential Tenancy Policy Guideline #12 states:

Where one or more parties on an application for dispute resolution have not been served, the Arbitrator's decision or order will indicate this. The matter may proceed, be adjourned, dismissed with or without leave to reapply.

I find that tenant M.M. was served in accordance with section 89 of the *Act*. I find that tenant D.E. was not served in accordance with section 89 of the *Act*. As tenant D.E. was not served in accordance with the *Act*, I remove tenant D.E. from this application for dispute resolution in accordance with section 64 of the *Act*.

The landlord confirmed his email addresses for service of this decision and order.

### Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage or compensation, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
4. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided the following undisputed testimony. This tenancy began on October 1, 2018 and ended by January 9, 2021. Monthly rent in the amount of \$3,200.00 was payable on the first day of each month. A security deposit of \$1,600.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlord testified that on January 9, 2020 he attended at the subject rental property to serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent when he

discovered that the tenant moved out of the subject rental property without providing notice to end tenancy. The 10 Day Notice to End Tenancy for Unpaid Rent was entered into evidence. The landlord testified that the tenant did not provide a forwarding address and that he received the tenant's address for service verbally from the tenant in a previous hearing which occurred on November 23, 2020. The landlord provided the file number for this previous application for dispute resolution. The file number is located on the cover page of this decisions. The decision confirms the landlord's testimony. The previous application was made by the landlord and was dismissed with leave to reapply for failure to serve the tenant in accordance with the *Act*.

The landlord testified that the tenant owes \$8,100.00 in unpaid rent. The landlord entered into evidence a ledger which provides:

<b>Date</b>	<b>Rent Due</b>	<b>Amount Paid</b>	<b>Balance</b>
Jan 1 2019	\$3,200.00	\$0.00	\$3,200.00
Jan 5 2019		\$2,000.00	\$1,200.00
Feb 1 2019	\$3,200.00	\$0.00	\$4,400.00
Feb 2 2019		\$2,900.00	\$1,500.00
Feb 12 2019		\$300.00	\$1,200.00
Mar 1 2019	\$3,200.00	\$0.00	\$4,400.00
Mar 4 2019		\$3,000.00	\$1,400.00
Mar 7 2019		\$300.00	\$1,100.00
April 1 2019	\$3,200.00	\$2,800.00	\$1,500.00
April 10 2019		\$400.00	\$1,100.00
May 1 2019	\$3,200.00	\$0.00	\$4,300.00
May 2 2019		\$2,500.00	\$1,800.00
June 1 2019	\$3,200.00	\$2,800.00	\$2,200.00
Jul 1 2019	\$3,200.00	\$0.00	\$5,400.00
Jul 7 2019		\$1,800.00	\$3,600.00
Less paid garbage		\$400.00	\$3,200.00
Aug 1 2019	\$3,200.00	\$0.00	\$6,400.00
Aug 3 2019		\$1,500.00	\$4,900.00
Aug 7 2019		\$1,000.00	\$3,900.00
Sept 1 2019	\$3,200.00	\$3,000.00	\$4,100.00
Oct 1 2019	\$3,200.00	\$0.00	\$7,300.00
Oct 3 2019		\$1,600.00	\$5,700.00
Oct 4 2019		\$1,000.00	\$4,700.00
Oct 11 2019		\$400.00	\$4,300.00

Nov 1 2019	\$3,200.00	\$0.00	\$7,500.00
Nov 4 2019		\$2,300.00	\$5,200.00
Nov 6 2019		\$500.00	\$4,700.00
Dec 1 2019	\$3,200.00	\$0.00	\$7,900.00
Dec 7 2019		\$3,000.00	\$4,900.00
Jan 1 2019	\$3,200.00	\$0.00	\$8,100.00

The landlord testified that the “Less paid garbage” credit is for a garbage bill that the tenant paid, that was the landlord’s responsibility. The landlord testified that the tenant was credited the \$400.00 the tenant paid towards the garbage bill.

The landlord testified that the tenant did not clean the subject rental property when the tenant moved out and left garbage throughout the unit. The landlord entered into evidence photographs showing garbage left throughout the subject rental property and photographs showing that the subject rental property was not cleaned. The landlord testified that he hired a professional cleaner to clean the five-bedroom three-bathroom house and to wash the carpets. A receipt for same in the amount of \$1,034.25 was entered into evidence. The landlord testified that he hired a professional to clean up the garbage at the subject rental property. A receipt for same in the amount of \$180.00 was entered into evidence.

The landlord testified that he is seeking to recover the \$100.00 filing fee for this application and for the previous application.

### Analysis

I accept the landlord’s testimony that the tenant did not provide a notice to end tenancy or forwarding address and that the tenant moved out by January 9, 2020. I find that as the tenant did not provide at least one month’s notice to end tenancy, the tenant was responsible for January 2020’s rent.

Section 26(1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*. Pursuant to section 26(1) of the *Act*, I find that the tenant was obligated to pay the monthly rent in the amount of \$3,200.00 on the first day of each month. Based on the testimony of the landlord and the ledger sheet entered into evidence I find that the tenant did not pay rent in accordance with section 26(1) of the *Act* and owes the landlords \$8,100.00 in unpaid rent from January 2019 to January 2020.

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Residential Tenancy Policy Guideline #1 states that at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

Pursuant to the undisputed testimony of the landlord and the photographs entered into evidence, I find that the tenant did not clean the subject rental property or the carpets and left garbage at the property, contrary to section 37(2)(a) of the *Act* and Residential Tenancy Policy Guideline #1. I find that the landlord suffered a monetary loss as a result of the above breach and the landlord has proved the value of that loss. I therefore award the landlord the cost of cleaning/carpet cleaning in the amount of \$1,034.25 and the cost of garbage removal in the amount of \$180.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant for this application, pursuant to section 72 of the *Act*. I decline to award the landlord the cost of the previous arbitration as it was the landlord's responsibility to ensure that the tenant was served in accordance with the *Act*, which the landlord failed to do. If the landlord did not have the forwarding address of the tenant, the landlord could have made an application for substituted service which the landlord did not.

Section 72(2) states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit due to the tenant. I find that the landlord is entitled to retain the tenant's entire security deposit in the amount of \$1,600.00.

### Conclusion

I issue a Monetary Order to the landlord under the following terms:

Item	Amount
Unpaid rent	\$8,100.00
Cleaning/carpet cleaning	\$1,034.25
Garbage removal	\$180.00
Filing Fee	\$100.00

Less security deposit	-\$1,600.00
<b>TOTAL</b>	<b>\$7,814.25</b>

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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 31, 2021

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Residential Tenancy Branch