



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL

Introduction

On December 17, 2020, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing; however, the Tenant did not attend at any point during the 19-minute teleconference. At the outset of the hearing, the Landlord was advised that recording of the hearing was prohibited and he was reminded to refrain from doing so. All parties in attendance provided a solemn affirmation.

He advised that the Notice of Hearing and evidence package was served to the Tenant by registered mail on December 24, 2020 (the registered mail tracking number is noted on the first page of this Decision). The registered mail tracking history indicated that this package was delivered on December 29, 2020. Based on this undisputed, solemnly affirmed testimony, I am satisfied that the Tenant was sufficiently served the Landlord’s Notice of Hearing and evidence package. As service of this evidence complied with the timeframe requirements of Rule 3.14 of the Rules of Procedure, I have accepted all of the Landlord’s evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord advised that the tenancy started on March 1, 2014 and ended when the Tenant gave up vacant possession of the rental unit on or around January 1 or 2, 2021. Rent was established at \$1,430.00 per month and was due on the first day of each month. A security deposit of \$650.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

He stated that the Tenant never provided a forwarding address in writing.

He advised that he is seeking compensation in the amount of **\$5,720.00** because the Tenant did not pay rent for April to August 2020. As well, he is seeking compensation in the amount of **\$2,860.00** because the Tenant did not pay rent for August or September 2020. Finally, while the Tenant did pay October 2020 rent, he is seeking compensation in the amount of **\$1,430.00** because the Tenant did not pay November 2020 rent.

He also advised that he is seeking compensation in the amount of **\$700.00** because the Tenant left behind a substantial amount of refuse and it cost him this amount to remove it. He submitted a copy of an invoice, and pictures of the debris, to support the cost of this claim.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines

that when a party is claiming for compensation, “It is up to the party who is claiming compensation to provide evidence to establish that compensation is due”, that “the party who suffered the damage or loss can prove the amount of or value of the damage or loss”, and that “the value of the damage or loss is established by the evidence provided.”

Regarding the Landlord’s claim for lost rent of \$10,010.00 for April to September and November 2020 rent, when reviewing the totality of the evidence before me, there is no dispute that the Tenant did not pay rent for these months. As such, I am satisfied that the Landlord should be granted a monetary award in the amount of **\$10,010.00** to satisfy this debt.

With respect to the Landlord’s claim for \$700.00 for garbage removal, I accept the Landlord’s undisputed evidence that the Tenant did not clean the rental unit prior to vacating and left a substantial amount of refuse behind. When reviewing the totality of the evidence provided, I am satisfied that the Landlord submitted sufficient, compelling evidence to support the cost of rectifying this issue. As a result, I grant the Landlord a monetary award in the amount of **\$700.00** to satisfy this debt.

Pursuant to Section 67 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

| | |
|-----------------------------|--------------------|
| April 2020 rent owed | \$1,430.00 |
| May 2020 rent owed | \$1,430.00 |
| June 2020 rent owed | \$1,430.00 |
| July 2020 rent owed | \$1,430.00 |
| August 2020 rent owed | \$1,430.00 |
| September 2020 rent owed | \$1,430.00 |
| November 2020 rent owed | \$1,430.00 |
| Garbage removal | \$700.00 |
| TOTAL MONETARY AWARD | \$10,710.00 |

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$10,710.00** 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: April 27, 2021

Residential Tenancy Branch