



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNDCL, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord on January 19, 2023, under the *Residential Tenancy Act* (the Act), seeking:

- Compensation for monetary loss or other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 P.M. (Pacific Time) on March 27, 2023, and was attended by the Landlord M.T.K.W. All testimony provided was affirmed. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The Landlord was advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The Landlord was asked to refrain from speaking over me and to hold their questions and responses until it was their opportunity to speak. The Landlord was also advised that recordings of the proceedings are prohibited and confirmed that they were not recording the proceedings.

The Residential Tenancy Branch Rules of Procedure (Rules of Procedure) state that respondents must be served with a copy of the Application for Dispute Resolution, the Notice of Hearing, and any evidence intended to be relied upon by the Applicants. As the Tenant did not attend the hearing, I confirmed service of these documents as follows. The Landlord testified that on February 2, 2023, the Notice of Dispute Resolution Proceeding (NODRP), which contains the Application and the Notice of

Hearing, and the documentary evidence, was sent to the Tenant by registered mail at the forwarding address provided by the Tenant at the end of the tenancy. The Landlord provided me with the registered mail tracking number, which I have recorded on the cover page of this decision and that the registered mail tracking information shows that it was received on February 7, 2023. As a result, I find that the Tenant was served on February 7, 2023, pursuant to section 90(a) of the Act and Policy Guideline #12.

Residential Tenancy Branch (Branch) records show that the NODRP was emailed to the Landlords on February 1, 2023, to be given or sent not later than February 4, 2023. As I am satisfied that the registered mail was sent on February 2, 2023, I find that the NODRP was served in accordance with section 59(3) of the Act and rule 3.1 of the Rules of Procedure. I verified that the hearing information contained in the NODRP was correct and note that the Landlord was able to attend the hearing on time using this information. As a result, the hearing of the Landlords' Application proceeded as scheduled pursuant to rules 7.1 and 7.3 of the Rules of Procedure, despite the absence of the Tenant or an agent acting on their behalf. Although the teleconference remained open for the 18-minute duration of the hearing, no one attended on behalf of the Tenant.

Although I have reviewed all evidence and testimony before me that was accepted for consideration as set out above, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

At the request of the Landlord, a copy of the decision and any orders issued in their favor will be emailed to them.

#### Issue(s) to be Decided

Is the Landlord entitled to compensation for monetary loss or other money owed?

Is the Landlord entitled to recovery of the filing fee?

#### Background and Evidence

The Landlord stated that the rental unit was new at the start of the tenancy and that the Tenants were aware of the strata bylaws and signed a form-k stating they understood them and would comply with them. The Landlord stated that although the Tenant paid the strata move-in fee, they failed to pay the strata move-out fee of \$125.00, and

repeatedly breached the strata rules and bylaws, resulting in \$2,000.00 worth of strata fines against the Landlords. The Landlord stated that although the strata fined the Landlords directly, and not the Tenant, the Tenant was made aware of the infractions and fines and promised to pay the fines but never did.

The Landlord stated that the Tenant also damaged the rental unit, including the walls doors, and washing machine, failed to clean the rental unit at the end of the tenancy as required, and failed to return the parking pass and key fobs. As a result, the Landlord sought recovery of the following amounts:

- \$2,000.00 for strata fines;
- \$125.00 for the strata move-out fee;
- \$528.00 for appliance repairs;
- \$525.00 for the cost of drywall repairs and painting;
- \$808.50 for the removal of junk left behind by the Tenant;
- \$250.00 for replacement of the parking pass and key fobs; and
- \$100.00 for recovery of the filing fee paid for the Application.

Documentary evidence including but not limited to the following was submitted for my review:

- Letters and fine notices from the strata;
- A self-authored summary of amounts owed;
- Receipts and invoices;
- A statement of account from the strata;
- The tenancy agreement and addendum;
- The signed form K; and
- Several information sheets.

### Analysis

Based on the documentary evidence and affirmed testimony before me, I am satisfied that the Tenant failed to leave the rental unit reasonably clean and undamaged at the end of the tenancy, except for pre-existing damage and reasonable wear and tear, and to return the keys/fobs/passess, as required by section 37(2) of the Act . I also accept the undisputed documentary evidence and testimony before me that the Tenant's breach of section 37 of the Act cost the Landlords \$2,111.50. Pursuant to section 7 and 37 of the Act, I therefore grant the Landlords recovery of this amount.

I am also satisfied that the Tenant was required to pay a \$125.00 move out fee in accordance with the tenancy agreement, form K, strata bylaws, and section 7(1)(f) of the regulations and that they failed to do so resulting in a loss of \$125.00 by the Landlords. Pursuant to section 7 of the Act, I therefore grant the Landlords recovery of this amount. However, I dismiss the Landlords' claim for recovery of \$2,000.00 in strata fines, as I find that these fines would need to have been issued to the Tenant, in their own name, to be enforceable against them, which they were not. As the Landlords were successful in the majority of their Application, I also grant them recovery of the \$100.00 filing fee pursuant to section 72(1) of the Act.

Pursuant to section 67 of the Act, I therefore grant the Landlords a monetary order in the amount of \$2,336.50.

### Conclusion

Pursuant to section 67 of the Act, I grant the Landlords a monetary order in the amount of **\$2,336.50**. The Landlords are 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, it 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 Branch under Section 9.1(1) of the Act.

Dated: April 6, 2023

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Residential Tenancy Branch