



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and utilities, for compensation for damage or loss under the Act or tenancy agreement as well as to recover the filing fee for this proceeding.

The Landlord served the Tenant with a copy of the Application and Notice of Hearing on November 24, 2008 by registered mail to her forwarding address. According to the Canada Post online tracking system, a notification card was left for the Tenant but she did not pick up the hearing package. I find pursuant to s. 89 of the Act that the Tenant was properly served with Notice of this hearing and the hearing proceeded in her absence.

Issue(s) to be Decided

1. Are there arrears of rent and utilities and if so, how much?
2. Is the Landlord entitled to compensation for damage or loss and if so, how much?

Background and Evidence

This month to tenancy started on September 1, 2008 and ended on November 14, 2008. Pursuant to an employment/tenancy agreement, rent was \$850.00 per month, however the Tenant paid a reduced rent of \$600.00 per month for so long as she was employed by the Landlord. The Landlord claims that the Tenant is in arrears of the reduced amount of rent for the period, November 1 – 14, 2008 at a pro-rated amount of \$275.43 which she calculated as follows:

Rent for November:	$\$850.00/30 \text{ days} = \$27.87 \times 14 \text{ days} =$	\$390.18
Less: Allowable amount:	$\$250.00/30 \text{ days} = \$8.19 \times 14 \text{ days} =$	<u>\$114.75</u>
		\$275.43

The Landlord also claimed \$80.00 which represented 4 hours of cleaning the rental unit at \$20.00 per hour. In support of this claim, the Landlord provided a copy of an "Apartment Checklist" signed by the Tenant at the end of the tenancy. The report

indicates that the doors or windows of 2 bedrooms needed cleaning. The Landlord claimed that she did not know what specifically needed to be cleaned.

Analysis

I find that the Landlord has made out a claim for unpaid rent for November 1 -14, 2008 and is entitled to recover the amount of \$275.43.

Section 21 of the Act says that a condition inspection report ***completed in accordance with this Part*** [my emphasis] is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection unless either the landlord or the tenant has a preponderance of evidence to the contrary. Section 20 of the Regulations to the Act sets out what information must be included in a Condition Inspection Report. In this case, I find the Landlord's Apartment Checklist does not comply with s. 20 of the Regulations in a number of respects most notably, it does not give a Tenant an option to disagree with the report and does not contain a statement itemizing any damage to the rental unit for which the Tenant is responsible. As a result, I find there is insufficient evidence to support the Landlord's claim for \$80.00 for general cleaning of the rental unit and it is dismissed.

As the Landlord has only been partially successful in this matter, I find that she is entitled to recover ½ of her filing fee or \$25.00. Consequently, the Landlord will receive a monetary order for \$300.43.

Conclusion

A Monetary Order in the amount of **\$300.43** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.