

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution made by the Landlords for monetary compensation under the Act or tenancy agreement, for unpaid rent and utilities, for damage to the unit, to keep all or part of the security deposit, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Did the Tenant breach the Act, entitling the Landlord to monetary compensation?

Background and Evidence

The parties signed a written tenancy agreement on August 29, 2008. The tenancy began on September 1, 2008, with rent of \$700.00 payable on the first of the month. The Tenant paid the Landlord a security deposit of \$350.00 on August 29, 2008. The parties performed incoming and outgoing condition inspection reports in accordance with the Act.

In February of 2009, the Landlord issued the Tenant a 10 day Notice to End Tenancy for unpaid rent. The Tenant vacated the rental unit without paying the February rent.

The Landlords claim for unpaid rent, outstanding utility bills, professional cleaning of the unit, for changing the locks at the unit, for bank fees on a returned cheque issued by the Tenant, and to keep the security deposit. At the hearing the Landlord requested to add further claims, to increase the monetary award requested, for damage to a door. I find that this claim may not be added, as it significantly increases the monetary amount requested in the originating Application.

The Tenant testified that she cleaned the unit prior to vacating. She had many complaints about the unit and decided she would move out and put a stop payment on the rent cheque.

The Landlord supplied documentary evidence, such as photographs, receipts and documents related to the tenancy.

Analysis

I find that the testimony, photographic and documentary evidence of the Landlord indicates the unit was not cleaned to a reasonable standard.

I also find the Tenant failed to pay rent for one month and did not pay the Landlord for the utilities owed.

Based on the above, the testimony, and a balance of probabilities, I find the Tenant has breached the Act and the Landlord has suffered losses due to the breaches.

Therefore, I allow the claim of the Landlord, and grant a monetary order of **\$1,319.62**, comprised of \$700.00 for rent, \$333.64 for utilities, \$106.40 for professional cleaning and garbage removal, \$104.58 for repair of locks, \$25.00 for an NSF bank fee, and \$50.00 for the filing fee for this Application.

I order that the Landlord retain the deposit and interest of **\$351.79** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$967.83**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The Landlord is given a formal Order in the above terms and the Tenant must be served with a copy of this Order as soon as possible. Should the respondent fail to comply with this Order, the 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: May 12, 2009.

Dispute Resolution Officer