

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary orders for damages to the unit, for unpaid rent and for 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.

The Landlord served each of the Tenants by registered mail, sent March 10, 2009. The Tenant who appeared resides with two other Tenants named in the Application. He explained one of the other Tenants was unable to pick up her registered mail. Nevertheless, I find that all the Tenants have been served with the Notice of Hearing and Application for Dispute Resolution in accordance with the Act, effective five days after mailing on March 15, 2009.

### Issues(s) to be Decided

Have the Tenants breached the Act entitling the Landlord to monetary compensation?

### Background and Evidence

The Landlord testified that he purchased the property containing the rental unit in January of 2007. The Tenants were already in possession of the rental unit. There was no security deposit paid.

The Landlord testified that initially the Tenants paid their rent of \$600.00 per month on time. In August of 2007, the Tenants explained they would be late with the rent, and in September of 2007, the Tenants said they had a serious illness and could not pay the rent again. The Tenants did not pay the rent for the following months, until they vacated the rental unit in December of 2007, for a total of five months (August to December 2007).

The Landlord further claims that when the Tenants vacated the unit, they failed to clean it or remove their refuse, and that they damaged doors at the rental unit. In evidence, the Landlord submitted copies of receipts, a letter from the municipal authority and photographs. The letter from the municipal authority indicates the rental unit property is unsightly with accumulated garbage, ruined furniture, and derelict appliances.

The Landlord seeks \$3,000.00 in unpaid rent for August to December 2007, \$285.00 for repairs to the doors and \$1,040.00 for cleaning and hauling refuse and other debris left by the Tenants.

The one Tenant who appeared argued he was not a Tenant in the property. He testified he was the boyfriend and guest of one of the other Tenants who resided in the unit. He testified he lived in the rental unit for over one year and that when he vacated the unit he cleaned up his and his girlfriend's room. He indicated he was aware that the rent had not been paid.

### Analysis

Based on the foregoing, the evidence and the testimony, and on a balance of probabilities, I find the Tenants have breached the Act by failing to pay rent, and by failing to make repairs to the rental unit when they vacated and for failing to clean the unit to a satisfactory standard when they vacated.

I find that the Tenant who appeared is a Tenant under the Act. I further find that all the Tenants named in this Decision and Order are jointly and severally liable for the monetary compensation I award to the Landlord.

I find that the Landlord has established a total monetary claim of **\$4,375.00** comprised of \$3,000.00 in unpaid rents, \$285.00 for repairs, \$1,040.00 for removal and cleanup of refuse and the \$50.00 fee paid by the Landlord for this application. I grant the Landlord an order under section 67 for the amount due. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The Tenants have breached the Act and must compensate the Landlord for his losses. A monetary order is granted and may be enforced in the Provincial Court (Small Claims).

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 14, 2009.

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Dispute Resolution Officer