

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, and an order to retain the security deposit in partial satisfaction of the claim.

Although duly served with the Application for Dispute Resolution and Notice of Hearing in person on June 24, 2009, the Tenants did not appear.

The Agent for the Landlord provided affirmed testimony and documentary evidence in support of the Landlord's claims.

### Issue(s) to be Decided

Is the Landlord entitled to the compensation from the Tenants?

### Background and Evidence

The Landlord and Tenants entered into a fixed term tenancy on August 12, 2008. The term of the tenancy was from September 8, 2008, to June 26, 2009. The rental unit was furnished and had heating oil left in the tank.

On May 20, 2009, the parties entered into an Agreement to End the tenancy effective on May 31, 2009. This Agreement also contained a form of a promissory note, with one of the Tenants acknowledging a debt of \$1,500.00 owed to the Landlord for arrears of rent payments.

The Landlord has claimed against the security deposit held and the Tenants failed to provide a forwarding address for the return of the security deposit.

The Tenants have vacated the property, however, the Landlord has not been paid the rental arrears and has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenants, to replace missing items and to restore the heating oil to the amount in the tank prior to the Tenants moving in.

The Landlord claims as follows:

a.	Rent arrears	1,500.00
c.	Replace missing cutlery and mooring lines, broken toilet seat, end table and window screen	191.00
d.	Carpet cleaning supplies	41.35
e.	Replace heating fuel consumed	286.95
f.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$2,336.30</b>

### Analysis

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the affirmed testimony, evidence, and a balance of probabilities, I find that the Landlord has established claims for all the items described above. I find the Tenants did not pay rent arrears, clean the unit, make necessary repairs, return the missing items, or replace the heating fuel and this has caused losses to the Landlord. Therefore, I find the Landlord is entitled to the compensation sought.

I order that the Landlords retain the deposit and interest of **\$402.21** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,934.09**. This order may be filed in the Provincial Court (Small Claims) 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: September 18, 2009.

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Dispute Resolution Officer