

## **DECISION**

Dispute Codes OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession, 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.

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.

At the time of the hearing the Tenant had vacated the rental unit and therefore an Order of Possession was not required at this hearing.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

The Tenancy began July 1, 2009, with the Tenant paying \$500.00 of the required \$700.00 per month rent. The Tenant vacated the property on or about August 24, 2009, following a hearing where a mutual agreement to end the tenancy was reached and an Order of Possession for August 18, 2009, was granted.

The Landlord claims the Tenant left the rental unit in such a poor condition that he could rent the unit for September 2009. The Landlord further claims the Tenant did not pay all the rent owed for July and did not pay rent for August of 2009.

The Landlord also claims the Tenant damaged the sewage pump by disposing feminine products in the sewage line. There were also stains on a futon and bed belonging to the Landlord. The Landlord also claims for costs of cleaning the rental unit. The Landlord claims as follows:

a.	Outstanding rent for July (\$200.00) and August (\$500.00)	900.00
c.	Repair of sewage pump	789.08
d.	Cleaning of futon and bed	110.00

e.	Cleaning fees	83.15
f.	Filing fee for Application	50.00
	<b>Total claimed</b>	<b>\$2,632.23</b>

In reply, the Tenant testified that she had paid all the rent for July of 2009, but admits she did not pay the rent for August of 2009. She submits she should only pay a prorated amount for August since she did not stay in the unit for the entire month.

In regard to the outstanding rent for July of \$200.00, the Tenant provided a witness who testified he had seen an envelope in the possession of the Tenant and was informed by her that the envelope contained \$200.00 for the Landlord for rent. The witness testified he did not see the money in the envelope and did not see the Tenant give it to the Landlord. The Landlord denies receipt of the \$200.00, and says the Tenant told the Landlord her purse was stolen with the \$200.00 inside of it.

The Tenant denies that she damaged the sewer pump at the rental unit and claims there was constantly a problem with the plumbing there.

The Tenant admitted the stains on the futon and bed were caused by her.

### Analysis

Based on the foregoing, the testimony, evidence and photographs, and a balance of probabilities, I find as follows:

I find the Tenant has breached the Act and the tenancy agreement by failing to pay rent when due. I accept the evidence of the Landlord that the Tenant did not pay all the rent due for July. The Tenant must pay the Landlord the balance due for July and all the rent due for August. She is responsible to pay the rent for all of August as the Landlord is entitled to rent for the full month under the Act and tenancy agreement, regardless of when she vacated in that month.

I do not award the Landlord for loss of rent for September of 2009. The Landlord's evidence was that the unit was no longer occupied as it was not being rented out. Therefore, the Tenant did not cause a loss of rent to the Landlord for September of 2009.

I find the Tenant damaged the sewer pump in the rental unit. The photographic and documentary evidence indicates the plumber found foreign material in the pump housing. While this was characterized as feminine products, it does appear to be

clothing of some sort in the photographs, possibly a pair of womens' underwear. Regardless, on a balance of probabilities I find it is likely the Tenant flushed this into the system during the later part of the tenancy, as the pump would not have functioned with this amount of material in it for very long, and certainly not since before the start of the tenancy as she claimed.

Lastly, I find the Tenant did not clean the unit to a reasonable standard when she vacated the unit, in breach of the Act. I allow the cleaning costs as claimed by the Landlord.

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.

I find that the Landlord has established a total monetary claim of **\$1,932.23** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit and interest of **\$350.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,582.23**.

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: December 01, 2009.

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Dispute Resolution Officer