



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION Amended March 8, 2010**

Dispute Codes MNR, 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 for unpaid rent and utilities, for compensation for cleaning the rental unit, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on October 22, 2009 and deemed under the Act to be received five days later, the Tenants did not appear. The Landlord sent the registered mail to the forwarding address provided by the Tenants. I find the Tenants have been served in accordance with the Act.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

The Tenants vacated the rental unit on or about October 7, 2009.

The Landlord claims that when the Tenants vacated they owed him rents of \$30.00 for August, \$750.00 for September, and \$175.00 for October, of 2009. The Landlord

alleges the Tenants also did not pay for utilities used in the amount of \$116.83 **and \$138.52.**

The Landlord also claims the Tenants did not clean the rental unit, left holes in the bathroom door and did not have the carpets cleaned at the end of the tenancy. He claims \$400.00 for these items.

In evidence the Landlord submitted a copy of a simple tenancy agreement between the parties and a copy of the bills.

### Analysis

Based on the uncontradicted testimony and evidence of the Landlord, and on a balance of probabilities, I find that the Tenants breached the Act and tenancy agreement by failing to pay rent and utilities, and by failing to clean and repair damages at the rental unit.

I find the breaches of the Tenants have caused losses to the Landlord and therefore the Landlord is entitled to monetary compensation from the Tenants.

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 ~~\$1,521.83~~ **\$1,660.35**, comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit and interest of **\$375.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of ~~\$1,146.83~~ **\$1,285.35.**

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: February 19, 2010.

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Dispute Resolution Officer