

## **Decision**

**Dispute Codes:** MNR, MNDC, MNSD

### **Introduction**

This hearing dealt with an application by the landlord(s) for a monetary order as compensation for unpaid rent, compensation for damage or loss under the Act, regulation or tenancy agreement, and retention of the security deposit. As the tenant(s) have now vacated the unit, the landlord(s) withdrew the request for an order of possession which was included in the original application. The landlord(s)' application does not include an application to recover the filing fee.

The landlord(s) participated in the hearing and gave affirmed testimony. Despite being served in person on March 11, 2010 with the application for dispute resolution and notice of hearing, neither tenant appeared.

### **Issues to be decided**

- Whether the landlord(s) are entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

There is no written tenancy agreement for the month-to-month tenancy which began on or about December 29, 2009. Rent in the amount of \$1,000.00 was payable in advance on the first day of each month. A security deposit of \$500.00 was collected on December 24, 2009. There was no move-in condition inspection or report completed by the parties at the outset of tenancy.

Arising from rent which was unpaid when due on March 1, 2010, the landlord(s) issued a 10 day notice to end tenancy for unpaid rent dated March 4, 2010. The notice was served in person on the tenant(s) on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant(s) made no further payment toward

rent and are thought to have vacated the unit between March 17 & 20, 2010. New renters were found for the unit effective April 23, 2010.

While the landlord(s) have submitted pictures taken of the inside of the unit, no move-out condition inspection report was completed after the tenants left. The tenant(s) did not inform the landlord(s) of their forwarding address.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord(s), I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated March 4, 2010. The tenants did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. Thereafter, as previously stated, the tenants vacated the unit sometime during the latter half of March 2010.

As for the monetary order, I find that the landlord(s) have established a claim of \$1,833.26. This is comprised as follows:

\$1,000.00: unpaid rent for March.

\$733.26: unpaid rent for the period from April 1 to 22, calculated as follows:

$\$1,000.00 \text{ (monthly rent)} \div 30 \text{ (number of days in April)} = \$33.33 \text{ (daily rent)}$ ;

$\$33.33 \text{ (daily rent)} \times 22 \text{ (number of days unrented in April)} = \underline{\$733.26}$ .

\$100.00: cleaning services & garbage removal: on the basis of the landlord(s)' documentary evidence (including photographs) and undisputed testimony, I find that the landlord(s) have established entitlement to compensation for their labour arising from cleaning and garbage removal; however, in the absence of a move-out condition inspection report, receipts and / or a detailed breakdown of time spent (including a specific hourly rate), I find the landlord(s)' entitlement is limited to \$100.00 of the combined total of \$600.00 claimed.

Sub-total: \$1,833.26

I order that the landlord(s) retain the security deposit of \$500.00 and I grant the landlord(s) a monetary order under section 67 of the Act for the balance owed of \$1,333.26 (\$1,833.26 - \$500.00).

The following aspects of the landlord(s) claim are hereby dismissed:

\$250.00: *estimated cost of gas utility from December 30, 2009 to March 31, 2010*: in the absence of documentation of unpaid utilities on the 10 day notice, or an invoice, or any documentary evidence of actual cost incurred, this aspect of the application is dismissed.

\$650.00: *estimated cost of new stove*: in the absence of either a move-in or move-out condition inspection report, evidence of the age of the stove, or evidence of any actual cost incurred, this aspect of the application is dismissed.

\$5.00: *cost of new register*: in the absence of either a move-in or move-out condition inspection report, or evidence of any actual cost incurred, this aspect of the application is dismissed.

\$175.00: *steam clean carpets*: in the absence of either a move-in or move-out condition inspection report, or evidence of any actual cost incurred, this aspect of the application is dismissed.

\$267.89: combined cost of *day off work* (\$200.00) & *gas and mileage* (\$50.00) & *pictures* (\$17.89): section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the application is dismissed.

Finally, section 88 of the Act speaks to **How to give or serve documents generally**, while section 89 of the Act addresses **Special rules for certain documents**. The full

text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

### **Conclusion**

Following from the above, I hereby order the landlord(s) to retain the tenant(s)' full security deposit.

Further to the above and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord(s) in the amount of **\$1,333.26**. Should it be necessary, this order may be served on the tenant(s), filed in the Small Claims Court and enforced as an order of that Court.

DATE: April 26, 2010

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Dispute Resolution Officer