



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MND, MNR, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for compensation under the Act and the tenancy agreement for damages to the unit, for unpaid rent, to retain all or part of the security deposit against the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, deemed under the Act to be received five days after mailing, the Tenants did not appear. The Agent for the Landlord testified the registered mail had been returned marked “refused”. I note that refusing registered mail is not a ground for review under the Act. I find the Tenants have been duly served.

An Agent for 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.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

This tenancy began on May 1, 2009, with the Landlord and Tenants entering into a written tenancy agreement. The rental unit is in a strata property and according to the evidence provided the Tenants were supplied with a copy of the bylaws when they took possession of the unit. The Tenants paid a security deposit of \$600.00 on May 1, 2009. The Tenants agreed to pay the Landlord \$1,200.00 per month in rent, and agreed to pay a late payment charge of \$25.00, if the rent was late.

In September of 2009, the Landlord was issued two fines as a result of the behaviour of the Tenants. The Landlord was fined \$200.00 on September 10, 2009, because the Tenants were storing garbage on the deck and property of the rental unit.

On September 24, 2009, the Landlord was fined \$200.00 because the Tenants had a party in the rental unit and disturbing other occupants in the building.

On September 25, 2009, the Tenants were served with a one month Notice to End Tenancy issued for the alleged causes of interfering with or unreasonably disturbing other occupants, and a breach of a material term of the tenancy agreement. The effective date of the Notice was October 31, 2009. The Tenants vacated the rental unit on November 1, 2009.

The Landlord is claiming the Tenants damaged the rental unit and did not clean it when they moved out. In addition to the above described fines, the Landlord is claiming \$650.00 for damage to two carpets, \$100.00 for a bedroom closet door, \$800.00 to replace a sliding glass door, \$100.00 for damage to drywall and \$150.00 for cleaning the rental unit.

The Landlord is also claiming \$19.30 for unpaid August 2009 rent, late rent payment fees of \$50.00 for two months late rent payments, and the filing fee for the Application.

### Analysis

Based on the affirmed testimony, documentary evidence, and on a balance of probabilities, I find that the Tenants breached the Act or tenancy agreement and these breaches have caused the Landlord to suffer losses.

Based on the documentary evidence supplied, I find the Landlord has established claims for the strata fines, late payment fees, and unpaid rent for August of 2009.

I find the Landlord failed to provide sufficient evidence, such as photographs and receipts or invoices, for the alleged damages to the carpet, closet door, sliding door, drywall or for the cleaning of the unit. Therefore, I dismiss this portion of the Landlord's claim.

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.

Therefore, I find that the Landlord has established a total monetary claim of **\$519.30** comprised of \$400.00 for two strata fines, \$19.30 for unpaid rent, \$50.00 for two late payment fees, and the \$50.00 fee paid for this application.

I order that the Landlords retain **\$519.30** from the deposit and interest of **\$600.00** in full satisfaction of the claim and I order the Landlord under section 67 of the Act to return the balance due of **\$80.70** to the Tenants.

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: March 17, 2010.

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Dispute Resolution Officer