



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, 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 unpaid rent, for cleaning the rental unit and for disposing of articles left behind by the Tenants.

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.

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.

At the outset of the hearing, the appearing Tenant explained that the Landlord had mixed up the order of his first, middle and last names, and had misnamed the female Tenant. Therefore, I have amended the Application to have the correct names in the style of cause, as it appears above.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This is the third hearing involving these two parties. In an earlier Decision, dated November 13, 2008, before another Dispute Resolution Officer, it was determined that the Tenants had abandoned the rental unit leaving behind articles, which the Landlord had disposed of in a reasonable manner. In the second hearing, a Decision dated December 7, 2009, before another Dispute Resolution Officer awarded the Tenants double their security deposit. I note that I am unable to alter, change or vary these previous Decisions under the Act.

The hearing before me today involved the Landlord applying for \$700.00 for unpaid rent for October of 2008, and \$700.00 for the cost of cleaning the unit and for disposing of the abandoned articles left behind by the Tenants.

The Tenants claim they paid \$350.00 for half of the October rent to the Landlord in cash on October 1, 2008. One Tenant has signed a statement indicating she witnessed the other Tenant paying the Landlord this amount.

The appearing Tenant also claimed during the hearing that the monthly rental period was from the 15th of the month to the 15th of the month. He testified this was set out in the tenancy agreement, although it appears the parties did not have a tenancy agreement, but rather they completed an application to rent. I have reviewed the application to rent and find it contains no reference to paying rent on the 15th of the month.

Despite the finding they abandoned the rental unit in the earlier hearing, the Tenants continue to claim they were forced to vacate the rental unit after the Landlord gave them an illegal 10 day Notice to End Tenancy for unpaid rent of \$700.00 in October of 2008. The appearing Tenant claims he had submitted a copy of the alleged illegal Notice to End Tenancy in evidence, however, there is no record of this Notice being submitted. When I asked the Landlord if she had received this Notice in the evidence sent to her by the Tenants, she explained the only thing in the evidence envelope given to her by the Tenants was a threat to sue the Landlord for \$25,000.00 for invasion of privacy.

In evidence there were photographs to show the articles left behind by the Tenants.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenants breached the Act by failing to pay rent and by not cleaning or removing items from the rental unit at the end of the tenancy.

I find the breaches of the Tenants have caused the Landlord to suffer losses.

In regard to the payment of **\$700.00** rent for October 2008, I accept the evidence of the Landlord over that of the Tenants. I found the Tenant's testimony had inconsistencies which caused a lack of credibility in this evidence.

However, I also find the Landlord had insufficient evidence to prove all the amounts claimed for cleaning and removing articles from the rental unit.

Based on the photographs, I do find the Landlord had to remove items belonging to the Tenants, however, there is little evidence to support the exact costs of this, or of cleaning, incurred by the Landlord. Therefore, I award a nominal amount of **\$100.00** for cleaning and removal of the items.

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 **\$850.00** comprised of \$700.00 for rent, \$100.00 for cleaning and removing items and the \$50.00 fee paid for this application.

I grant the Landlord an order under section 67 for the balance due of **\$850.00**.

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: March 30, 2010.

Dispute Resolution Officer