



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, 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, for cleaning and repairing the rental unit, and for the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on November 30, 2009, and deemed under the Act to be received five days later, the Tenants did not appear. I find the Tenants have been served in accordance with the Act.

Two Agents for the Landlord appeared, gave affirmed testimony and were provided the opportunity to present their 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

Based on the evidence provided by the Landlord, I find that the Tenants were ordered to vacate the rental unit under a Decision and Order dated August 5, 2008.

The Tenants vacated the property, however, the Landlord claims the Tenants failed to pay rent for the month of August and that the Landlord has incurred substantial costs to clean the rental unit due to the condition it was left in by the Tenants. The Landlord claims \$376.00 for August 2008 rent, and \$902.85 for cleaning the unit.

The Landlord provided documents and photographs in evidence. There were invoices for the work performed and a ledger indicating unpaid rent.

An Agent for the Landlord testified that when the Tenants vacated the unit they left behind a great deal of garbage throughout the unit, and food in the fridge and cupboards. The Tenants also did not clean up after their pet and there were animal feces on the floor in the unit.

The Agent further testified that the Tenants seemed to have just moved out, leaving the rental unit in disarray without doing any, or a reasonable amount, of cleaning.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenants have breached the Act and tenancy agreement by not paying rent for August of 2008, and by failing to clean the unit to a reasonable standard.

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

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 **\$1,328.85**, comprised of \$376.00 in rent, \$902.85 for cleaning, and the \$50.00 fee paid for this application.

I grant and issue the Landlord an order under section 67 for the balance due of **\$1,328.85**. 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 31, 2010.

Dispute Resolution Officer