

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary orders for damage or cleaning the rental unit, for unpaid rent, for money owed or compensation under the Act or tenancy agreement, to keep all or part of the security deposit, and to recover the filing fee for the Application.

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.

At the outset of the hearing both parties agreed to allow evidence which had been submitted late. I have reviewed all oral and written evidence before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the Landlord entitled to the monetary compensation sought from the Tenants?

Background and Evidence

This tenancy began May 15, 2008, with the parties agreeing to rent of \$2,000.00 per month. The Tenants paid a security deposit of \$1,000.00, and a pet damage deposit of \$300.00, on or about May 11, 2008.

In March of 2009, one of the Tenants informed the Landlord she could not pay all of the rent for that month. The Tenants argue that the Landlord would not sign a document to allow the Tenants to receive income assistance. In an earlier hearing under a different file, it was found that the Tenants had insufficient evidence to prove this and the Landlord was issued an order of possession.

The Tenants vacated the rental unit, however, the Landlord is claiming \$2,000.00 for the March 2009 rent, as well as \$640.19 for repairing the stove and its hinges, to repair the dishwasher and install new water lines to it, for a new door lock, unplugging a sink, cleaning out the vacuum canister, and cleaning and shampooing carpets and removing dog urine odour.

The Tenants agree to the carpet cleaning and repair of the hinges on the stove.

The Tenants dispute the repair of the dishwasher, as they claim when it stopped working in or about November of 2008, they were afraid to tell the Landlord about this as they feared repercussions. The Tenants claim they felt like they were always being watched by the Landlord. The Landlord claims that the water lines to the dishwasher had to be replaced, as water sat in the lines for several months before she was informed it had stopped working.

The Tenants also claim they attempted to pay the Landlord rent for March of 2009, however, the Landlord refused this payment.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenants have breached the Act by failing to pay rent when due, by failing to repair or replace damaged items at the rental unit, and by failing to clean the rental unit at the end of the tenancy.

I find the Tenants' breaches have caused the Landlord to suffer a loss. Section 67 of the 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 **\$2,690.19** 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 **\$1,312.31** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,377.88**.

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: May 13, 2010.

Dispute Resolution Officer