

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for monetary orders for compensation under the Act and the tenancy agreement for unpaid rent, to retain the security deposit in partial satisfaction of the claim 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.

The Tenant submitted evidence late and did not provide a copy of this evidence to the Landlord. Therefore, I have not considered this evidence.

I have reviewed all other 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.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenant?

Background and Evidence

On November 16, 2009, the Tenant gave the Landlords notice she was vacating the rental unit in December of 2009. The Tenant paid the Landlords ½ of the December 2009 rent and left the rental unit on December 13, 2009.

The Tenant claimed the Landlords had orally agreed to let her out of the tenancy early.

The Tenant had paid for carpet cleaning, however, the Landlords were not satisfied and had other cleaners come in with stronger cleaning products.

The Landlords claim for \$492.50 for unpaid December 2009 rent, for \$250.00 for cleaning the carpets and to keep the security deposit and interest of \$477.61.

Analysis

Based on the testimony, evidence, and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to pay the Landlords rent due for December of 2009.

The Landlords were entitled to the entire amount of rent due for December 2009.

I dismiss the portion of the Landlords claim dealing with carpet cleaning, as they failed to provide evidence, such as a receipt, on this issue.

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 Landlords have established a total monetary loss of **\$542.50** comprised of \$492.50 for unpaid rent and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit and interest of **\$477.61** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$64.89**. 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 28, 2010.

Dispute Resolution Officer