



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for an order of possession based on a one month Notice to End Tenancy for cause, for monetary orders for unpaid rent and for compensation under the Act or tenancy agreement, and to recover the filing fee paid for the Application.

One of the Landlords appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she had served the Tenants with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on April 15, 2010, and deemed served five days later under the Act. Despite this, the Tenants did not appear at the hearing. I find the Tenants have been duly served in accordance with the Act.

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 Landlord testified that the Tenants had vacated the rental unit on May 1, 2010. Therefore, the order of possession was no longer required.

Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlords to monetary relief?

Background and Evidence

Based on the affirmed testimony of the Landlord, I find that the Tenants were served with a Notice to End Tenancy for repeated late payment of rent.

The Tenants vacated the rental unit on May 1, 2010, however, the Landlords are claiming for unpaid rent and for the costs of cleaning the rental unit and removing debris left behind by the Tenants.

The Landlord testified that the Tenants had not paid \$980.00 of their March 2010 rent, and had failed to pay April rent in the amount of \$1,300.00.

The Landlords have also experienced a loss due to the condition the Tenants left the rental unit in. The Landlords had to pay \$113.00 in dump fees, \$120.00 for trucking to the dump, \$80.00 for labour for cleaning the yard, \$100.00 for cleaning the rental unit and \$94.00 for carpet cleaning.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenants have breached the Act and tenancy agreement by failing to pay rent when due, and by failing to clean up the rental unit or remove debris from the property.

I find that the breaches of the Tenants have caused the Landlords to suffer a loss.

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 the Landlords have established a total monetary claim of **\$2,837.00** comprised of \$980.00 for the balance of rent owed for March 2010, \$1,300.00 for rent for April, \$507.00 for cleaning and removal of debris and the \$50.00 fee paid by the Landlord for this application.

I grant the Landlords a monetary order under section 67 for the balance due. 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: June 02, 2010.

Dispute Resolution Officer