



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNR, MND, MNSD, MNDC, FF

### Introduction

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

The Landlords served the Tenant in person with the Application for Dispute Resolution and Notice of Hearing on January 2, 2010. Despite this the Tenant did not appear at the hearing. I find the Tenant has been served in accordance with the Act.

The two Landlords 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

Are the Landlords entitled to monetary compensation from the Tenant?

### Background and Evidence

On August 31, 2009, the Tenant and the Landlords signed a written tenancy agreement. The agreement was a one year term tenancy agreement, with the rent set at \$1,500.00 per month, payable on the first of every month. The Tenant paid a security deposit of \$750.00 on September 5, 2009.

The Landlords provided evidence the Tenant was late paying her rent on three occasions and was sent warning letters. According to the evidence of the Landlords the Tenant did not pay December 2009 rent and vacated the rental unit in late December of 2009.

The Landlords are claiming they have incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant, as well as losing rent due to the Tenant vacating during the rental term. The Landlords also claim for unpaid hydro, moving fees and the cost of advertising the rental unit.

The Landlords claim as follows:

|    |  |                   |
|----|--|-------------------|
| a. | Unpaid rent for December 2009                | 1,500.00          |
| c. | Hauling and dumping of debris left by Tenant | 90.00             |
| d. | Late fees for four months                    | 100.00            |
| e. | Cleaning                                     | 75.00             |
| f. | Plumbing repairs                             | 40.00             |
| g. | Replace damaged blinds                       | 91.00             |
| h. | Replace locks and security pass and keys     | 197.11            |
| i. | Unpaid Hydro bills                           | 143.68            |
| j. | Move in/out fees as per Tenancy Agreement    | 150.00            |
| k. | Advertising costs                            | 94.50             |
| l. | Filing fee                                   | 50.00             |
|    | <b>Total claimed</b>                         | <b>\$4,781.29</b> |

In evidence the Landlords submitted copies of bills, receipts, advertisements, the Tenancy Agreement, hydro bills and the notices sent to the Tenant.

### Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the Act and the tenancy agreement by breaching a term tenancy agreement, by failing to pay rent, hydro and moving fees, by failing to make repairs and clean the rental unit and by failing to return the keys and security pass to the Landlords. I find that the breaches by the Tenant have caused the Landlords to suffer a loss.

I find that the Landlords have provided evidence to substantiate most of their claims, although I reduce the amount awarded by \$107.43, as the Landlords had no bills for the hauling and dumping (\$90.00), and I do not award them for February hydro (\$17.43).

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 claim of **\$4,673.86** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit of **\$750.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$3,923.86**.

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 14, 2010.

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Dispute Resolution Officer