



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNR, MNDC, MNSD, 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, and an order to retain the security deposit in partial satisfaction of the claim.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on March 3, 2010, and deemed under the Act to be served five days later, the Tenants did not appear.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present 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

The Tenants vacated the property on approximately February 1, 2010. The affirmed testimony of the Landlord's Agent was that they did not provide the Landlord with a Notice to End Tenancy before they left.

The Landlord is claiming that it has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

The Landlord further claims that there was no rent paid for February of 2010, and that due to the condition the Tenants left the rental unit in, they were unable to rent it for the month of March as well.

The Landlord claims \$400.00 for unpaid rent for February 2010, loss of rent of \$400.00 for March 2010, cleaning the rental unit including carpets, drapes and repairs to the carpets and unit of \$396.71, painting the rental unit due to the condition it was left in, including materials and supplies of \$340.00, and the filing fee of \$50.00.

The Landlord claimed against the security deposit, however, the Agent for the Landlord had paid the Tenants' security deposit himself as a personal loan to the Tenants. I find the Agent for the Landlord will have to proceed in Provincial Court, Small Claims, as we have jurisdiction on personal loan claims.

In evidence the Landlord provided receipts, invoices, photographs and other documentary evidence to support their claims.

### Analysis

Based on the above, the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenants have breached the Act and tenancy agreement, by failing to give the Landlord a notice to end tenancy, and by failing to clean and make repairs to the rental unit before vacating.

Furthermore, I find that due to the condition the rental unit was left in by the Tenants, the Landlord has suffered a loss of rent for one month.

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 Landlord have established a total monetary claim of **\$1,586.96**, comprised of \$800.00 in rent, \$396.71 for cleaning and repairs to the unit, \$340.25 for painting the rental unit and the \$50.00 fee paid for this application.

I grant the Landlord an order under section 67 for the balance due of **\$1,586.96**.

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