



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MND, MNSD, MNDC, FF

Introduction

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

Although duly served with the amended Application for Dispute Resolution and Notice of Hearing by registered mail, deemed under the Act to be received on July 25, 2010, the Tenants did not appear.

Two Agents for the Landlord 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.

I note that the Tenants have vacated the rental unit, and therefore, an order of possession is no longer required.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenants did not give the Landlord proper Notice to End the tenancy before they left.

The Agents for the Landlord also testified and submitted evidence that the cheque the Tenants used to pay the June 2010, rent was returned due to insufficient funds.

The Agents also testified that the Landlord has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

At the end of the tenancy the Tenants signed an agreement with the Landlord accepting the charges of \$1,200.00 for June rent, \$25.00 for drapery and blind cleaning, \$98.00 for cleaning the rental unit and \$250.00 for repairing and painting damaged walls. The Tenants have also given permission to the Landlord to retain the security deposit of \$600.00 in this agreement. The Tenants also agreed in the tenancy agreement that the Landlord may charge a \$20.00 late fee and a fee of \$25.00 for NSF cheques.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Landlord has established claims for \$1,200.00 for June rent, \$25.00 for drapery and blind cleaning, \$98.00 for cleaning the rental unit, \$250.00 for repairing and painting damaged walls, and \$45.00 in late and NSF fees.

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 has established a total monetary claim of **\$1,668.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit of **\$600.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,068.00**. This order must be served on the Tenants and 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: August 10, 2010.

Dispute Resolution Officer