



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on May 29, 2010, the Tenant did not appear. I find the Tenant has been duly served under the Act.

One of the Landlords and an Agent 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

The affirmed testimony and evidence provided by the Landlord and the Agent, was that the Tenant's May 2010 rent cheque was not honoured by his bank and was returned due to insufficient funds.

On or about May 14, 2010, the Tenant left the rental unit and did not provide the Landlords with a one month Notice to End Tenancy.

Although the Tenant vacated the property, the Landlords allege they incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlords claim \$370.00 for repairing and painting the walls, fixing broken light fixtures, and cleaning the rental unit. An invoice for this work was provided.

The Landlords mitigated their losses by advertising the rental unit as soon as possible after it was cleaned and ready for another occupant. The Landlords had a new renter in the unit by June 15, 2010.

The Landlords claim for the rent due in May and June of 2010, in the amount of \$1,500.00.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenant did not clean the unit, or make necessary repairs, or pay the rent due to the Landlords, all in breach of the Act and tenancy agreement.

Furthermore, I find that due to the Tenant vacating the rental unit without providing the Landlords notice in breach of section 45 of the Act, the Landlords have suffered a loss of rent for one half of a 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 Landlords have established a total monetary claim of **\$1,545.00** comprised of \$750.00 in rent for May, \$375.00 for half of June, \$370.00 for cleaning and repairs to the rental unit, and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit and interest of **\$355.71** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,189.29**.

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: October 18, 2010.

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Dispute Resolution Officer