



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes MNR, MND, MNSD, OPR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent and damage and cleaning at the rental unit, an order to retain the security deposit in partial satisfaction of the claim, an order of possession for the Landlord, and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on September 16, 2010, and deemed under the Act to be received five days later, the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act.

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.

I note that the Tenant had vacated the rental unit prior to the hearing date, and therefore, the Landlord no longer required an order of possession.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

The Landlord testified that the Tenant had been repeatedly late paying rent and he served the Tenant with a one month Notice to End Tenancy for this cause.

The Tenant vacated the property, however, he failed to pay the last month of rent and the Landlord has incurred or will incur substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims as follows:

a.	Unpaid rent for one month	1,450.00
c.	Damage to garage	400.00
d.	Cleaning and washing walls	100.00
e.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$2,075.00</b>

The Landlord testified that the Tenant did not pay any rent for August 2010.

The Landlord testified that the Tenant had not paid three late payment fees of \$25.00 each, before he left the rental unit.

The Landlord testified that the Tenant had a large dog, which was often left inside the garage for many hours at a time. The urine and feces from the dog caused staining to the floor and a terrible odour. The Landlord testified he spent many hours pressure washing the garage floor and scrubbing it with cleaner, however, the smell in the garage is still overpowering. The Landlord testified that he needs to either put a sealant or paint the floor of the garage, to try and eliminate this odour.

The Landlord also testified that the Tenant left the walls very dirty in the rental unit and these had to be cleaned, and re-painted in some areas.

The Landlord supplied documentary evidence, in the form of receipts, notices given to the Tenant and photographs, in support of his claim.

### Analysis

Based on the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenant breached the Act and tenancy agreement by failing to pay rent when due, and by failing to clean the rental unit and the garage when he vacated.

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 **\$2,000.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I dismiss the claim of the Landlord for late fees, as no copy of the tenancy agreement was supplied in evidence.

I order that the Landlord may retain the deposit of **\$725.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,275.00**.

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: January 21, 2011.

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Residential Tenancy Branch