



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** MNR, MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlords for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the landlords are entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the tenancy commenced on April 15, 2010. Curiously, documentary evidence includes 1 copy of a tenancy agreement showing a month-to-month tenancy, and another copy showing a fixed term tenancy to April 14, 2011. Monthly rent was \$1,250.00, and a security deposit of \$625.00 was collected. Neither tenancy agreement specifies when rent is due, but the understanding is that it was personally collected by the landlord on or about mid-month. Further, neither of the tenancy agreements provides that utilities are included in the rent, but the landlord testified that the tenants were responsible for paying two thirds of the utilities. A move-in condition inspection report was completed and signed by both parties.

On or about June 15, 2010, the tenants gave verbal notice to end tenancy effective July 15, 2010. However, the tenants actually vacated the unit on July 30, 2010. The landlord testified that the tenants finished moving out of the unit as midnight approached, and that they assured the landlord they would return the next day to finish cleaning and complete the move-out condition inspection & report. However, the landlord stated that the tenants did not follow up on this undertaking, and it fell to him to arrange for cleaning, repairs and the removal of certain items discarded by the tenants. In the end, a move-out condition inspection report was not ever completed.

## **Analysis**

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/) The attention of the parties is drawn to the following specific sections of the Act:

**Section 23: Condition inspection: start of tenancy or new pet**

**Section 24: Consequences for tenant and landlord if report requirements not met**

**Section 32: Landlord and tenant obligations to repair and maintain**

**Section 35: Condition inspection: end of tenancy**

**Section 36: Consequences for tenant and landlord if report requirements not met**

**Section 37: Leaving the rental unit at the end of a tenancy**

**Section 45: Tenant's notice**

The various aspects of the landlords' claim and my respective findings are as follows:

**\$1,250.00:** *compensation for unpaid rent / loss of rental income resulting, in part, from absence of 1 full month's notice to end tenancy in writing.* During the hearing the tenants did not dispute that they failed to provide the landlords with 1 full month's notice in writing, however, it remains in dispute what verbal discussions or agreements there may have been between them in regard to ending the tenancy, and/or the necessity for providing more formal notice. Based on the documentary evidence and testimony, I find on a balance of probabilities that the tenants paid rent up to July 15, 2010, but did not pay \$650.00 in cash to the landlords for the period from July 16 to 31, 2010. In summary, on a balance of probabilities I find that the landlords have established entitlement to unpaid rent limited to **\$650.00\*** for the period from July 16 to 31, 2010.

**\$100.00\*:** *general clean up in the unit.* Based on the documentary evidence (photographs & a receipt) and testimony, I find on a balance of probabilities that the landlords have established entitlement to the full amount claimed.

**\$50.00\*:** *disposal of sofa set.* Based on the documentary evidence (including photographs) and testimony of the parties, I find on a balance of probabilities that the landlords have established entitlement to the full amount claimed.

**\$93.50\*:** *utility bills.* There was no dispute between the parties during the hearing that the tenants are responsible for this cost. I therefore find that the landlords have established entitlement to the full amount claimed.

\$23.00: replacement of a section of gutter pipe. In the absence of a receipt in support of the landlords' purchase of this item, or reference to the gutter pipe on the move-in condition inspection report, or conclusive evidence to support the allegation that the tenants were somehow responsible for the missing piece, this aspect of the application is hereby dismissed.

\$50.00\*: repairs to large holes on one bedroom wall. Based on the documentary evidence (including photographs) and testimony, and the absence of any documentation of this damage on the move-in condition inspection report, I find on a balance of probabilities that the landlords have established entitlement to the full amount claimed.

\$40.00: call bell. In the absence of a receipt for purchase of this item, or persuasive, if not conclusive, evidence to support the allegation that the tenants removed the call bell, this aspect of the application is hereby dismissed.

\$322.88: repairs to chandelier. In the absence of a receipt(s) in support of payment for service or repairs, or persuasive, if not conclusive, evidence to support the allegation that the tenants were somehow responsible for the damage, this aspect of the application is hereby dismissed.

\$50.00: filing fee. As the landlords have achieved partial success with his application, I find he has established entitlement in the limited amount of \$25.00\*, which is half the filing fee.

As for the monetary order, following from all of the above I find that the landlords have established a total claim of \$968.50. I order that the landlords retain the security deposit of \$625.00, and I grant the landlords a monetary order under section 67 of the Act for the balance owed of \$343.50 (\$968.50 - \$625.00).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlords in the amount of \$343.50. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court 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*.

DATE: April 8, 2011

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Residential Tenancy Branch