



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, MND, MNDC, 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 / compensation for damage or loss under the Act, regulation or tenancy agreement / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony. As the tenant vacated the unit subsequent to the filing of this application, the landlords withdrew their application for an order of possession.

Issues to be decided

- Whether the landlords are entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

There is no written tenancy agreement for this tenancy which began on November 1, 2009. Monthly rent was \$525.00. No security deposit was collected and no move-in condition inspection report was completed.

The landlords issued a 10 day notice to end tenancy for unpaid rent dated March 3, 2011. The notice was served by way of posting on the tenant's door on that same date. Subsequently, the tenant paid no more rent, did not dispute the notice, and vacated the unit on March 30, 2011. No move-out condition inspection report was completed.

The landlords claim that extensive cleaning and repairs are required in the unit as a result of the tenancy. Further, the landlords claim that as these tasks have not yet been completed, no advertising has taken place in regard to finding new renters. During the hearing the parties remained actively argumentative in relation to the matters in dispute, however, the tenant did not dispute that she had not cleaned the unit before she left.

Analysis

The particular attention of the parties is drawn to the following 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

The particular aspects of the landlords' claim and my related findings are set out below:

\$525.00*: unpaid rent for March. Based on the documentary evidence and testimony, I find that the landlords have established entitlement to the full amount claimed.

\$525.00: loss of rental income for April. Based on the documentary evidence and testimony, and in the absence of move-in and move-out condition inspection reports, I find that the landlords have not met the burden of proving that the unit is not in sufficiently good condition to rent, as a direct result of the actions or inactions of the tenant. This aspect of the application is therefore hereby dismissed.

\$200.00*: general cleaning within the unit. Based on the documentary evidence, which includes, but is not limited to, photographs and a receipt, in addition to the testimony of the parties, I find on a balance of probabilities that the landlords have established entitlement to the full amount claimed.

\$1,000.00: estimated cost of repairs. In the absence of itemized repairs, or receipts in support of costs actually incurred, this aspect of the claim is hereby dismissed.

\$50.00*: filing fee. As the landlords have achieved some measure of success with their application, I find that they are entitled to the full amount claimed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$775.00**. Should it be necessary, this order may be served on the tenant, 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 18, 2011

Residential Tenancy Branch