



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for unpaid rent, for damage or cleaning of the rental unit, for compensation under the Act and the tenancy agreement, and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on November 30, 2010, and the Landlord testified that tracking information indicates was received on December 3, 2010, the Tenant did not appear. I find the Tenant has been duly served in accordance with the Act.

The Landlord and Agents 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

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

An Agent for the Landlord testified that the tenancy began June 1, 2008, and ended when the Tenant vacated the rental unit without notice at the end of March 2010.

The Landlord and Agents allege that it has incurred substantial costs to clean the rental unit due to the condition it was left in by the Tenant. Their testimony was that the Tenant had allowed substantial amounts of garbage to collect at the rental unit. At the end of the tenancy the Landlord had to hire several people to remove and haul garbage away, to clean the rental unit and to clean the carpets.

The Landlord has provided receipts, invoices and photographs in evidence.

The Landlord and Agents provided testimony that they had tried to reach an agreement with the Tenant regarding the amounts owed. They testified that they had reached a payment arrangement with the Tenant, however, he only made one payment of \$100.00.

The Landlord claims as follows:

a.	Unpaid rent for April 2010	900.00
c.	Cleaning of rental unit	480.00
d.	Carpet cleaning	250.00
e.	Unpaid water bill	131.59
f.	Filing fee	50.00
g.	Payment made by Tenant	(-100.00)
	Total claimed	\$2,995.81

Analysis

Based on the testimony, evidence, photographs and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to remove garbage and by failing to clean the rental unit when he vacated the rental unit.

Furthermore, I find that the Tenant also breached the Act and tenancy agreement by failing to give notice before vacating the rental unit.

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 **\$2,995.81** comprised of the above described amounts and the \$50.00 fee paid for this application.

As the Landlord has suffered a loss and is still holding the security deposit, I allow him to amend the Application to include a claim against the security deposit, pursuant to sections 64 and 72 of the Act.

I order that the Landlord retain the deposit and interest of **\$754.27** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,241.54**.

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: April 04, 2011.

Residential Tenancy Branch