



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to or cleaning of the rental unit, for unpaid rent, 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 April 26, 2011, and deemed under s. 90 of the Act to be received five days later, the Tenant did not appear. 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.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

The parties signed a form tenancy agreement on August 29, 2010. The tenancy began on September 1, 2010, and was for a fixed term of one year, to August 31, 2011. The monthly rent was \$700.00 and the Tenant paid a security deposit of \$350.00 in August of 2010.

The original tenancy was established between this Tenant and the former owner of the residential property. The current Landlord purchased the property from the previous owner in January of 2011, with the Tenant already in the basement rental unit.

The Tenant did not pay rent for February of 2011. The Landlord contacted him and the Tenant informed him the rent would be paid. The Tenant did not pay rent for March

either. The Tenant wrote to the Landlord and informed the Landlord he could keep the security deposit. The Tenant vacated the rental unit in early March of 2011. The Landlord was able to find another renter for April 1, 2011.

The Landlord claims for two months of rent in the amount of \$1,400.00.

The Landlord is also claiming he has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims the Tenant caused some damage to the walls with multiple holes being put in. The Landlord also testified the towel rack was off the wall. The Landlord also testified he had to hire someone to make the repairs, touch up the paint, and to remove rubbish and other items left behind by the Tenant. The Landlord claims \$200.00 for this and has provided a receipt for this expense. The Landlord has also supplied photographs of the rental unit.

Analysis

Based on the above, the testimony, evidence, photographs, and on a balance of probabilities, I find that the Tenant has breached the Act by failing to pay rent to the Landlord, by ending a fixed term tenancy prior to it expiring, and by failing to clean the rental unit and remove garbage when he vacated.

The Tenant breached section 26 of the Act when he failed to pay rent.

The Tenant breached section 45 of the Act, as he ended a fixed term tenancy without authority to do so.

The Tenant breached section 37 of the Act when he failed to leave the rental unit reasonably clean and undamaged.

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 the Tenant's breaches have caused the Landlord to suffer a loss.

I find that the Landlord has established a total monetary claim of **\$1,650.00** comprised of the rent in the amount of \$1,400.00 for two months, \$200.00 for cleaning, repairing and rubbish removal, and the \$50.00 fee paid for this application.

The Tenant gave the Landlord written permission to keep the security deposit.

Therefore, I order that the Landlord retain the deposit of **\$350.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,300.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided for under the Act and 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: August 15, 2011.

Residential Tenancy Branch