



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for damage to the rental unit; for unpaid rent; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant in person on June 17th, 2011, by attending the tenant's new place of residence. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a basement suite. The landlord testified that there was no written tenancy agreement, and that the tenancy started on January 1st, 2011. The rent was \$650.00 per month and the tenant did not pay a security deposit.

The landlord stated that the tenant was known to her and that she treated him as part of the family. She said that the tenant moved out some time towards end of April or

beginning of May 2011. She said that the tenant did not pay rent for February, March, and April 2011; she said that she served the tenant with a notice to end tenancy early March, and gave the tenant several chances to pay and to clean the unit. The landlord said that the tenant left the unit very dirty, including damages such as burn marks in the carpets, and that she spent a considerable amount of time cleaning before it was restored to a rentable condition.

In addition to the three months of unpaid rent, the landlord claimed half of month's rent for May because the tenant did not provide proper notice to end tenancy and the unit could not be rented for that month. She said that the tenant acknowledged that he owed money and that he would eventually pay her back. The landlord also claimed \$160.00 in phone bills resulting from the tenant borrowing a cell phone, \$180.00 in clean up costs, and \$50.00 in disposal fees.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

While I do not question the veracity of the landlord's testimony, this tenancy was void of any contractual agreement. In order to claim for damages or loss under the Act, the party making the claim bears the burden of proof.

Concerning the damages and the claim for cleaning, phone bills and disposal fees; the landlord provided no documentary evidence showing the condition of the unit, and her testimony was vague and non-specific concerning costs.

Without condition inspection reports, photographs or receipts for work performed, I am unable to determine the cost that should be ascribed with cleaning the unit. I find that the landlord provided insufficient evidence and has failed to prove this aspect of her

claim and I dismiss that claim. I also find no connection between the tenancy and the arrangement for the use of a cell phone.

Concerning the unpaid rent, I accept the landlord's undisputed testimony that the tenant did not pay rent for three months and that the landlord lost rental income for half a month in May 2011.

Conclusion

The landlord established a claim of \$2275.00 ($3 \times \$650 + \325.00). Since she was partially successful, the landlord is entitled to recover partial recovery of the filing fee for \$25.00 and pursuant to Section 67 of the Act, I grant the landlord a monetary order for the sum of \$2300.00.

This Order may be registered 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*.

Dated: August 26, 2011.

Residential Tenancy Branch