



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on July 22, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absences.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Are there losses or damages to the Landlord and is so how much?
5. Is the landlord entitled to compensation for loss or damage and if so how much?

### Background and Evidence

This tenancy started on April 1, 2011 as a 1 year fixed term tenancy with an expiry date of April 30, 2011. Rent is \$1,200.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant did not pay a security deposit.

The Landlord said the Tenant moved out of the rental unit on or before July 31, 2011 and as a result she does not require an Order of Possession. The Landlord said she withdraws her application for an Order of Possession.

The Landlord said that the Tenant did not pay \$1,150.00 of rent for June, 2011 when it was due and the Tenant has \$450.00 of unpaid rent for July, 2011. As a result, on July 19, 2011 the Landlord said she applied for dispute resolution to get an order for the unpaid rent and for \$500.00, which is an estimate to clean the unit and haul away garbage. The Landlord said she is in the process of cleaning the unit so she did not send any receipts or invoices with the evidence as proof that she has had a loss due to the tenancy.

The Landlord also said she is seeking to recover the \$50.00 filing fee for this proceeding.

### Analysis

Section 26 of the Act says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant moved out of the rental unit before the expiry date of the tenancy agreement and did not give the Landlord proper notice therefore; I find the Tenant breached the tenancy agreement. As well, the Tenant did not have the right under the Act to withhold part or all of the June, 2011 or the July, 2011 rent; therefore I find in favour of the Landlord for the unpaid rent in the amount of \$1,050.00 for June 2011 and \$450.00 of unpaid rent for July, 2011.

With regards the claim of \$500.00 estimated to clean the unit and haul garbage away, it is required by the applicant to prove a loss has occurred solely because of the Tenant's actions and the Applicant must verify that loss by providing receipts or invoices to prove the loss. In this case the Landlord/Applicant has not provided any written evidence that establishes that a loss has happened nor has the Landlord verified the loss by providing receipts or invoices. I find the Landlord has not established grounds to prove a loss of \$500.00 for clean up and garbage hauling therefore the claim is dismissed with leave to reapply.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 1,600.00
Recover filing fee	\$ 50.00
Subtotal:	\$1,650.00
Balance Owing	\$ 1,650.00

Conclusion

A Monetary Order in the amount of \$1,650.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Residential Tenancy Branch