



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated September 2, 2011, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared at the hearing and gave evidence.

At the outset of the hearing the landlord advised that one of the co-tenants vacated on September 8, 2011 and paid a portion of the rent for September 2011 and the remaining cotenant vacated on September 30, 2011 leaving rent owed in the amount of \$444.50, \$15.00 for laundry access and a \$25.00 late fee pursuant to a term in the tenancy agreement.

Issue(s) to be Decided

The issue to be determined based on the testimony and the evidence is whether or not the landlord is entitled to monetary compensation for rental arrears and fees owed and loss of rent.

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated September 2, 2011, a copy of the resident ledger and a copy of the fixed-term tenancy agreement. The landlord testified that the tenancy began on March 15, 2011, at which time the tenant paid a security deposit of \$447.50. The landlord testified that the tenant failed to pay \$444.50 rent for September, \$15.00 agreed-upon for laundry and the \$25.00 late fee. The landlord testified that, despite advertising, the unit was not re-rented in October and the landlord is claiming \$895.00 loss of rent as well as the loss of the laundry fee and late fee. The total claim is for \$1,419.50 plus the cost of filing.

The tenant acknowledged ending the tenancy prematurely and did not dispute that a portion of the rent for September was left unpaid.

Analysis

Section 6 of the Act states that a party can make an application for dispute resolution seeking enforcement of the rights, obligations and prohibitions established under the Act or the tenancy agreement.

On the subject of whether or not terms of a tenancy agreement can be enforced, Section 6(3)(c) of the Act states that a term of a tenancy agreement is not enforceable if the term is not expressed in a manner that clearly communicates the rights and obligations under it.

In the case before me, the \$15.00 laundry charge was not a term contained within the written tenancy agreement and therefore I find that the landlord's claim for the extra cost of having laundry facilities must be dismissed. .

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent . I find that the landlord has established a total monetary claim of \$1,414.50.00, comprised of \$444.50 rental arrears, \$25.00 late fee for September, \$895.00 loss of rent and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$447.50 in partial satisfaction of the claim leaving a balance due of \$967.00.

Conclusion

I hereby grant the Landlord an order under section 67 for \$967.00. This order must be served on the Respondent and is final and binding. If necessary it 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: October 11, 2011.

Residential Tenancy Branch