



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MND, SS, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss; a monetary Order for damage to the rental unit; authorization to serve documents or evidence in a different way than is required by the *Residential Tenancy Act (Act)*; to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. At the hearing the Agent for the Landlord withdrew the request for authorization to serve documents or evidence in a different way than is required by the *Act*.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent and for disposing of garbage in the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The Agent for the Landlord and the Tenant agree that the Tenant lived in the rental unit with her mother prior to November 01, 2008; that the Landlord, the Tenant, and the Tenant's mother entered into a new written tenancy agreement; that this new agreement began on November 01, 2008; that the agreement required the Tenant and her mother to pay monthly rent of \$1,050.00 when this tenancy began; and that the Tenant's mother paid a security deposit of \$500.00 on November 01, 2006 which was transferred to this tenancy agreement.

The Agent for the Landlord stated that the rent was increased to \$1,083.00 in accordance with the *Act*, which was not disputed by the Tenant. The Tenant stated that her mother paid the rent so she does not know how much was paid; that her mother passed away in March of 2009; that her father moved into the rental unit in March of 2009; that he told the Landlord he would be living in the rental unit and paying the rent; that she believed her father had assumed her tenancy agreement; that she did not give the Landlord notice that she was ending her tenancy agreement; that she moved out of the rental unit on June 30, 2011; that she did not give the Landlord a forwarding address; that she currently has no contact with her father; and that she does not know when he vacated the rental unit or whether he paid rent when it was due.

The Agent for the Landlord stated that the Landlord was aware that the father had moved into the rental unit; that the parties never entered into a formal tenancy agreement; that an agent for the Landlord placed a Two Month Notice to End Tenancy for Landlord's Use of Property in the mail box of the rental unit on May 31, 2011, which declared the Tenant must vacate the rental unit by July 31, 2011; that the rental unit was vacated on July 31, 2011; and that neither the Tenant nor her father provided the Landlord with a forwarding address. The Tenant stated that she did not receive the Two Month Notice to End Tenancy and she does not know if it was located by her father.

The Agent for the Landlord stated that rent was not paid for June or July of 2011. The Agent for the Landlord stated that the Landlord is seeking compensation for unpaid rent from June of 2011 but is not seeking compensation for unpaid rent from July of 2011 as the Landlord understands that the Tenant is entitled to the equivalent of one month's rent as a result of being served with a Two Month Notice to End Tenancy.

The Landlord is claiming compensation for the cost of removing a variety of personal items from the unit and the property after the tenancy ended. She stated that numerous pieces of furniture and unwanted items were left behind. The Landlord submitted a copy of a receipt that shows the Landlord paid \$300.00 to dispose of garbage at the end of the tenancy. The Tenant stated that she does not know if property was left at the rental unit at the end of the tenancy.

The Agent for the Landlord stated that the Landlord is also seeking compensation for costs associated to cleaning the rental unit. She was advised that this claim for compensation was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because the Application for Dispute Resolution did not provide sufficient particulars of this claim for compensation, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the absence of any reference to cleaning costs on the Application for Dispute Resolution. Although there is a receipt for cleaning costs in the Landlord's evidence I find that this is not sufficiently clear notice that the Landlord is seeking compensation for cleaning. I find that proceeding with the Landlord's claim for cleaning would be prejudicial to the Tenant, as the absence of particulars makes it difficult, if not impossible, for the Tenant to adequately prepare a response to the claims.

Analysis

Based on the testimony of both parties and the tenancy agreement that was submitted in evidence, I find that the Tenant and her mother entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$1,050.00 by the first day of each month. Based on the undisputed testimony of the Agent for the Landlord, I find that the monthly rent was increased to \$1,083.00 in accordance with the *Act*.

I have no evidence to show that the Tenant ended this tenancy or that the Landlord entered into a new tenancy agreement with the Tenant's father. I therefore find that the Tenant remained obligated to pay the rent that was due by the first day of each month.

Based on the undisputed evidence presented at the hearing, I find that the Landlord did not receive rent for June of 2011 and that the Tenant was living in the rental unit in June. As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,083.00 in rent for June of 2011.

Based on the undisputed evidence presented at the hearing, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to ensure that all property belonging to her or her guests was removed from the rental unit at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to removed personal items/garbage, which in these circumstances is \$300.00.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,433.00, which is comprised of \$1,083.00 in unpaid rent, \$300.00 for disposing of garbage, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit of \$500.00 plus interest of \$15.56, in partial satisfaction of the monetary claim. Based on these determinations I grant the Landlord a monetary Order for the balance of \$917.44. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: December 07, 2011.

Residential Tenancy Branch