



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for unpaid rent, utilities, for compensation under the Act and the tenancy agreement, and to recover the filing fee for the Application.

The Landlords appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlords testified and provided evidence that they served each Tenant with the Notice of Hearing and the Application by registered mail, sent on February 10, 2012. Under the Act, the Tenants were deemed served five days later. However, the Tenants did not appear at the hearing. I find the Tenants have been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on February 15, 2011, with the parties entering into a written tenancy agreement. The initial term of the tenancy agreement was to expire on August 15, 2011, however, the parties agreed in writing to extend the end date to the end of August 2011. The monthly rent was \$2,250.00, and the Tenants paid a security deposit of \$1,125.00. Other relevant terms of the tenancy agreement included that the Tenants were to pay fees of \$20.00 for late payments of rent and \$20.00 for cheques returned due to insufficient funds.

The Tenants vacated the property at the end of August 2011, however, the Landlords incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants. The Tenants agreed in writing to allow the Landlords to keep the security deposit for the costs of cleaning and repairs.

The Tenants also agreed in writing to pay the Landlords for the balance of August 2011 rent, for water usage, and for the firewood they used.

The Landlords claim \$843.75 for the balance of August rent, \$360.00 for firewood used by the Tenants, \$346.95 for water, a late payment of rent fee of \$25.00, an NSF cheque fee of \$25.00, and \$50.00 for the filing fee for the Application.

In support of their claims, the Landlords have provided written evidence, including but not limited to, receipts for service of the registered mail, written notes from the Tenants, the tenancy agreement, utility bills and a summary of claims.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Tenants have breached section 26 of the Act by failing to pay rent when due. I also find the Tenants have agreed in writing to pay the other portions of the Landlords' claims.

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 breaches by the Tenants have caused the Landlords to suffer a loss.

I allow the claims of the Landlords, however, I reduce the amounts requested for late and NSF fees to the amount set out in the tenancy agreement, of \$20.00 each.

I find that the Landlords have established a total monetary claim of **\$1,640.70** comprised of the above described amounts and the \$50.00 fee paid for this application.

The Landlords have already retained the security deposit to pay for costs agreed to in writing by the Tenants.

Therefore, I grant the Landlords an order under section 67 for the balance due of **\$1,640.70**.

This order must be served on the Tenants and 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 in 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: April 11, 2012.

Residential Tenancy Branch