



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

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

Only the Agent for the Landlord appeared at the hearing. They 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 Agent testified they served the Tenants with the Notice of Hearing and Application, by sending it registered mail on September 2, 2012. The Landlord provided documentary evidence from the post office that the Tenants received the mail on September 3, 2012. 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

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on March 1, 2010, with the parties entering into a written tenancy agreement. The rent was set at \$653.00 per month. The Landlord did not require a security deposit from the Tenants.

The Tenants did not pay rent for July of 2011. On July 12, 2011, the Tenants gave the Landlord notice they were vacating the rental unit on July 31, 2011. The Landlord gave the Tenants a letter explaining that they did not give the required amount of notice to end the tenancy and that they would be responsible for August 2011 rent.

On August 8, 2011, the Landlord served the Tenants with a 10 day Notice to End Tenancy for unpaid July and August rents.

The Tenants vacated the rental unit, however, the Landlord claims they did not pay the rent or adequately clean the rental unit. The Landlord had to have the bathroom, kitchen, stove and refrigerator cleaned. The Landlord is claiming \$80.00 for this. In support of this claim the Landlord has included in evidence an itemized invoice.

Analysis

Based on the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenants have breached section 26 of the Act by failing to pay rent when it was due, and have breached section 37 by failing to leave the rental unit reasonably clean at the end of the tenancy.

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 that the Landlord has established claims in the amount of **\$1,436.00**, comprised of \$1,306.00 for two months of rent, \$80.00 for cleaning and the \$50.00 filing fee for the Application. I grant the Landlord a monetary order under section 67 for the balance due. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants breached the Act by failing to pay rent and by not cleaning the rental unit to a reasonable standard when they left. The Landlord is awarded two months of rent, cleaning fees and the filing fee for the Application.

This decision is final and binding on the parties, unless otherwise provided under 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: November 20, 2012.

Residential Tenancy Branch