



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, for compensation under the Act and the tenancy agreement, for cleaning of and damage to the rental unit, an order to retain the security deposit in partial satisfaction of the claim and 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 he served both the Tenants by sending them registered mail to their respective addresses. In evidence the Landlord provided copies of the registered mail receipts indicating these were sent on September 11, 2012. Under the Act registered mail is deemed served five days later. Despite this, neither Tenant appeared at the hearing. I find both Tenants were 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 in April of 2011, with the Tenants paying a monthly rent of \$2,450.00. In March of 2011 the Tenants paid the Landlord a security deposit of \$1,225.00.

The Agent for the Landlord testified that the Tenants were not pleased that the Landlord was trying to sell the rental unit. The Agent testified that the Tenants gave their Notice

to End Tenancy on or about May 31, 2012, and vacated the rental unit at the end of June 2012. The Agent testified that the Tenants did not pay rent for the month of June 2012, in the amount of **\$2,450.00**, and the Landlord claims this as unpaid rent.

The Landlord also claims the Tenants failed to return the rental unit in a reasonably clean state and undamaged, except for reasonable wear and tear.

The Landlord claims the Tenants did not clean the rental unit and the Landlord hired a service. In evidence the Landlord has provided a receipt from a cleaner for 10 hours of cleaning and \$20.00 in supplies for a total of **\$220.00**.

The Landlord claims the Tenants failed to remove rubbish and debris from the rental unit and yard when they vacated. In evidence the Landlord supplied a copy of a receipt for rubbish removal and hauling in the amount of **\$156.80**.

The Landlord also claims for mowing the lawn, weeding and yard cleaning. In evidence the Landlord supplied a copy of a receipt for **\$196.00**, for weeding, cleaning and lawn mowing at the rental unit.

Analysis

Based on the uncontradicted evidence and testimony, and on a balance of probabilities, I find the Tenants breached section 26 of the Act by failing to pay rent when due on June 1, 2012, and have breached section 37 of the Act by failing to return the rental unit reasonably clean and undamaged, except for reasonable wear and tear.

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 Tenants did not pay rent when due, or clean the rental unit, or do the yard maintenance required, or remove rubbish, and these breaches have caused losses to the Landlord.

I find that the Landlord has established a total monetary claim of **\$3,072.80** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$1,225.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,847.80**.

This order 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, 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 26, 2012.

Residential Tenancy Branch