



# 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 was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent; for a monetary Order for damage; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord applied to amend the Application for Dispute Resolution to reflect the legal name of the Tenant, as provided by the Tenant at the hearing. The Tenant did not oppose the amendment and the Application was amended accordingly.

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 submissions.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings.

### Preliminary Matter

In the Details of the Dispute section on the Application for Dispute Resolution, the Landlord declared that the Landlord is seeking compensation for cleaning and a "few damages", in the amount of \$456.69. The Application directs the Applicant to include a detailed calculation when applying for a monetary Order and to attach a separate sheet if necessary. The Landlord has not provided a list of the alleged damages, apart from cleaning, although the Landlord has submitted a variety of receipts.

The Tenant stated that she did not clearly understand the nature of the damages being claimed by the Landlord.

At the hearing the Landlord was advised that the application for compensation for damages to the rental unit, with the exception of cleaning, 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 the claim for compensation for damages, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the absence of a list of alleged damages that show how much compensation the Landlord is claiming for each damaged item. I find that proceeding with the Landlord's claim for damages, with the exception of the 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. In my view, simply providing receipts for repairs is not sufficient to establish the details of the claim, as a Respondent should not be expected to read all of the evidence in an attempt to understand the details of the claim.

The Landlord retains the right to file another Application for Dispute Resolution in which the Landlord claims compensation for damages to the rental unit.

#### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and cleaning costs?

#### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on April 01, 2009; that during the latter portion of the tenancy the Tenant was obligated to pay monthly rent of \$1,350.00 by the first day of the month; and that in February of 2011 the Tenant gave the Landlord verbal notice of her intent to end the tenancy in March of 2011.

The Landlord stated that the tenancy ended on March 31, 2011 and the Tenant stated that she vacated the rental unit on March 23, 2011. The parties agree that they mutually agreed that the security deposit of \$675.00 could be applied to rent for March of 2011 and that the Tenant has not yet paid the remaining \$675.00 in rent that was due on March 01, 2011.

The Landlord is seeking compensation, in the amount of \$44.66 for cleaning the rental unit. The Landlord and the Tenant agreed that the carpet, the kitchen, and the bathroom required cleaning at the end of the tenancy. The Landlord submitted receipts to show cleaning expenses of \$44.66 were incurred.

#### Analysis

On the basis of the undisputed evidence, I find that the Tenant still owes \$675.00 of the rent that was due on March 01, 2011.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit in reasonably clean condition. I therefore find that the Landlord is entitled to compensation for the costs of cleaning the rental unit, which the receipts show were \$44.66.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$769.66, which is comprised of \$675.00, \$44.66 for cleaning, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and I grant a monetary Order for this amount. 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: May 02, 2013

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Residential Tenancy Branch

