



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Father Delestre Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about December 1, 2012 and ended on December 11, 2013. Rent in the amount of \$257.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$486.50. The tenant failed to pay rent in the month(s) of September and October 2013 and on October 6, 2013 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of November and December. The landlord stated that he is seeking to recover the costs of cleaning the blinds and carpet cleaning as per their tenancy agreement.

The tenant gave the following testimony:

The tenant stated that she had fully intended to pay the rent but as a single mother is difficult for her to come up with a lump sum of money. The tenant stated that there was no agreement that blinds and carpets were to be cleaned at move out. The tenant stated that due to the manager not advising her of her rental arrears it caused her to fall further behind then she should have been.

Analysis

At the outset of the hearing the parties advised that the tenant moved out on December 11, 2013; accordingly I dismiss the landlords' application for an order of possession as it is no longer required. The landlord did not provided a condition inspection report or photos depicting the condition of move in versus move out and the changes to the unit, if any. I am unable to ascertain any differences of the unit and therefore dismiss his claim for costs of carpet cleaning and blind cleaning. As well the landlord failed to provide the documented agreement he had referred to in this regard.

I do accept the testimony of the landlord in regards to the \$257.00 X 4 months of unpaid rent. The tenant stated that the landlord should have done a better job of letting her know that social assistance was not providing payment but she did not dispute the unpaid amount. Based on the above I find that the landlord is entitled to \$1028.00 for unpaid rent.

As for the monetary order, I find that the landlord has established a claim for \$1028.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$486.50 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$591.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$591.50. The landlord may retain the security deposit

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: February 24, 2014

Residential Tenancy Branch

