



# 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 concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which the parties agree lasted approximately 2 years. Monthly rent was due and payable in advance on the first day of each month. The landlord claims that monthly rent was \$875.00; the tenants claim that monthly rent was \$600.00. The landlord claims that no security deposit was collected; the tenants claim that a security deposit of \$300.00 was collected. A move-in condition inspection report was not completed.

Arising from rent which the landlord claims was unpaid for August, September and October 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 19, 2013. A copy of the notice was submitted in evidence. The notice documents monthly rent of \$875.00, and the date shown on the notice by when the tenants must vacate the unit is October 29, 2013. The tenants filed an application to dispute the notice, and a hearing was scheduled for December 06, 2013 (file # 813908). While the tenants attended that hearing, the landlord did not. In any event, the tenants vacated the unit on October 29, 2013, and the landlord testified that no rent was paid by them following issuance of the 10 day notice. A move-out condition inspection report was not completed.

The landlord testified that some time later, the tenants corresponded with him with a request for return of their security deposit. A copy of that letter is not in evidence.

Again, while the landlord testified that a security deposit was not collected, he testified that the tenants' letter was the manner in which he became aware of their forwarding address. Thereafter, the landlord filed an application for dispute resolution on December 30, 2013. In his application the landlord seeks compensation for 3 months of unpaid rent, compensation arising from miscellaneous repairs undertaken in the unit following the end of tenancy, and recovery of the filing fee.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Based on the documentary evidence and testimony of the parties, the various aspects of the landlord's application and my findings around each are set out below.

**\$2,625.00:** *(3 x \$875.00) unpaid rent for August, September & October 2013*

I find that the tenants vacated the unit on October 29, 2013 after being served with a 10 day notice to end tenancy for unpaid rent dated October 19, 2013. I find on a balance of probabilities that the monthly rent was \$875.00, rather than \$600.00. In the absence of any compelling evidence to the contrary, I make this finding mainly in consideration of the amount of monthly rent identified on the 10 day notice. I further find on a balance of probabilities that the tenants did not pay the rent due for August, September or October 2013, and that the landlord has therefore established entitlement to compensation in the total amount claimed.

**\$1,000.00:** *repairs to damage*

While the landlord claimed \$1,100.00 in his application for dispute resolution, during the hearing he testified that this was an estimate, and that a statement subsequently submitted in evidence documents the actual cost incurred of \$1,000.00. However, in

the absence of the comparative results of move-in and move-out condition inspection reports, or detailed receipts, this aspect of the application is hereby dismissed.

**\$50.00:** *filing fee*

As the landlord has achieved a measure of success with this application I find that the landlord has established entitlement to recovery of the full filing fee.

I make no finding in relation to the disposition of a security deposit, as there is conflicting testimony around whether or not one was collected and, further, there is no application before me from either party concerning one.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,675.00** (\$2,625.00 + \$50.00). Should it be necessary, this order may be served on the tenant, filed in the 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: April 14, 2014

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Residential Tenancy Branch

