



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Offwest Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit and pet damage deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement the month-to-month tenancy began on June 01, 2012. Monthly rent is due and payable in advance on the first day of each month. At the start of tenancy rent was \$975.00; in November 2013 rent was increased to \$1,000.00. A security deposit of \$487.50 and a pet damage deposit of \$487.50 were collected. A move-in condition inspection report was not completed.

Arising from rent of \$1,000.00 which remained unpaid when due on April 01, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent dated April 14, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is April 24, 2014. Thereafter, no further payment was made toward rent.

By letter dated April 28, 2014, the tenant gave notice to end tenancy effective June 01, 2014. The tenant had generally finished vacating / cleaning the unit by June 05, and locks were changed on June 06, 2014. The landlord then undertook additional cleaning

and painting within the unit, and new renters subsequently took possession effective from June 09, 2014. A move-out condition inspection report was not completed.

During the hearing the tenant provided her current / forwarding address, and the parties undertook to resolve at least some aspects of the dispute.

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

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**

Further, section 63 of the Act addresses **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a partial resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that rent in the total amount of **\$2,166.65** is unpaid as follows: April (\$1,000.00), May (\$1,000.00), and June $[(\$1,000.00 \div 30) \times 5 = \$166.65]$;
- that unpaid rent, as above, is reduced by a credit in the tenant's favour for utilities in the amount of **\$668.50**;
- that following from the above, the net amount owing to the landlord is **\$1,498.15** (\$2,166.65 - \$668.50)

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

Order of possession:

As the tenant vacated the unit subsequent to the landlord's filing of the application for

dispute resolution, I consider the application for an order of possession to be withdrawn.

\$391.06: (\$269.67 + \$121.39) *paint*
\$880.00: (\$20.00 per hour x 44 hours) *labour*
\$40.00: *cleaning supplies*
\$1,311.06

This portion of the landlord's application is strongly contested by the tenant. In the absence of the comparative results of move-in and move-out condition inspection reports, these particular aspects of the landlord's application are hereby dismissed.

\$50.00: *filing fee*

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

Entitlement: \$1,548.15 (\$1,498.15 + \$50.00)

Pursuant to all of the above, I order that the landlord retain the security / pet damage deposits in the combined total amount of **\$975.00** (\$487.50 + \$487.50), and I grant the landlord a **monetary order** for the balance owed of **\$573.15** (\$1,548.15 - \$975.00)

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$573.15**. 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: June 17, 2014

Residential Tenancy Branch

