



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB, MNR, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on July 25, 2014. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

The Landlord said the Tenant moved out on or about July 20, 2014, therefore the Landlord is withdrawing the application for an Order of Possession as she has possession of the rental unit.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there damage or loss and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?

Background and Evidence

This tenancy started on October 1, 2013 as a fixed term tenancy for 3 years. Rent was \$1,100.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$550.00 in advance of the tenancy.

The Landlord said that the Tenant did not pay \$1,100.00 of rent for the month of July, 2014 when it was due and as a result, on July 3, 2014 she posted a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 3, 2014 to the door of the Tenants’ rental unit. The Landlord said the Tenants have paid \$940.00 now so the unpaid rent is \$160.00.

Further the Landlord said she paid the Tenants \$750.00 to leave the unit and she is requesting the \$750.00 be returned as the Tenants did not clean the house and this was part of the arrangement for being paid \$750.00. The Landlord said she did not have any documentation to support this claim.

In addition the Landlord requested to recover her cleaning costs of \$400.00 which she supported by submitting a paid receipt for cleaning costs of \$400.00 and many photographs to show the condition of the rental unit when the Tenants left the unit.

The Landlord also requested to recover the filing fee of \$50.00 that she has already paid.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant did not have the right under the Act to withhold part or all of the rent for July, 2014, therefore I find in favour of the Landlord for the unpaid rent of \$160.00.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has not provided any verification of her claim for \$750.00; therefore I dismiss without leave to reapply this claim because of lack of evidence.

With respect to the Landlord's cleaning claim I accept the paid receipt for \$400.00 and I award this amount to the Landlord for cleaning costs.

As the Landlords have been partially successful in this matter, she is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 160.00
Cleaning costs	\$ 400.00
Recover filing fee	\$ 50.00
Subtotal:	\$ 610.00
Balance Owing	\$ 610.00

Conclusion

A Monetary Order in the amount of \$610.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: September 09, 2014

Residential Tenancy Branch

