



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Landlord stated that on February 10, 2015 the Application for Dispute Resolution and the Notice of Hearing were personally served to the male Tenant. I find that these documents have been served to the male Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*; however he did not appear at the hearing.

The Landlord stated that on February 11, 2015 the Application for Dispute Resolution and the Notice of Hearing were sent to the female Tenant, via registered mail. The Landlord stated that she received a notification from Canada Post informing her that she had registered mail but she did not pick up that mail. She stated that the male Tenant provided her with copies of the documents that had been personally served to him and that she was representing him at these proceedings. I find that these documents have been served to the female Tenant in accordance with section 89 of the *Act*.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent. The Tenant stated that she did not serve her Application for Dispute Resolution to the Landlord as she did not wish to pursue her application to cancel the Notice to End Tenancy.

The Landlord submitted several documents to the Residential Tenancy Branch which she wishes to rely upon as evidence. She stated that copies of these documents were served to the Tenants with the Application for Dispute Resolution. The Landlord stated that the documents the Landlord submitted to the Residential Tenancy Branch were not

included in the package served to the male Tenant and she did not receive them as evidence for these proceedings.

The Landlord and the Tenant agreed to proceed with the hearing in the absence of the Landlord's evidence, with the understanding that the Landlord could refer to her documentary evidence and that an adjournment would be granted if it became necessary to view the physical documents.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

### Preliminary Matter

Section 59(2)(b) of the *Act* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The Application for Dispute Resolution clearly directs an Applicant to submit a Monetary Order Worksheet and a "detailed calculation" when a monetary Order is sought.

In these circumstances the Landlord is seeking a monetary Order of \$3,681.00; however she does not provide a detailed calculation of that claim. It is clear from the information in her Application for Dispute Resolution that she is seeking compensation for unpaid rent for 1.5 months. As the Tenant knows her rent is \$2,250.00 per month I find it was reasonable for the Tenant to conclude that the Landlord is claiming \$3,375.00 in unpaid rent. I therefore find that it is reasonable to consider the Landlord's application for unpaid rent at these proceedings.

It is clear in the Application for Dispute Resolution that the Landlord is also seeking compensation for unpaid long distance telephone charges, however she does not declare the amount she is claiming. At the hearing she stated that she does not know the exact amount of the long distance charges, although she believes it is less than \$10.00.

I find that the Landlord's Application for Dispute Resolution does not provide full details of the Landlord's claim for long distance charges. As she did not declare the amount of compensation she is claiming, I find that the Tenant was placed at a significant disadvantage. The lack of detail made it difficult for the Tenant to prepare a response to the claim and I therefore dismiss the claim for long distance charges, with leave to reapply.

It is clear in the Application for Dispute Resolution that the Landlord is also seeking compensation for cleaning, however she does not declare the amount she is claiming. At the hearing she stated that she is claiming \$200.00 for cleaning as the tenancy agreement declares that the Tenant must pay this amount at the end of the tenancy.

As the Landlord did not declare the amount of compensation she is claiming for cleaning and she did not clearly specify the claim for cleaning was based on a pre-determined fee, I also dismiss the claim for cleaning with leave to reapply on that issue. I find that the lack of detail placed the Tenant at a significant disadvantage, as it made it difficult for the Tenant to prepare a response to the claim.

In determining that the Landlord has not provided clear details of her monetary claim, I was further influenced by the fact the her claim for unpaid rent of \$3,375.00, her claim of telephone charges of \$10.00, and her claim of \$200.00 for cleaning does not equal the amount of her total claim of \$3,681.00.

#### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent?  
Is the Landlord entitled to keep all or part of the security deposit?

#### Background and Evidence

The Landlord and the Tenant agree that they entered into a one month fixed term tenancy agreement that began on January 01, 2015 and ended on January 31, 2015. The parties agreed that they subsequently entered into a second one month fixed term tenancy agreement that began on February 01, 2015 and ended on February 28, 2015. The parties agree that the tenancy agreement required the Tenant to vacate the rental unit at the end of February 28, 2015.

The Landlord and the Tenant agree that the Tenant agreed to pay rent of \$2,250.00 by the first day of February of 2015 and that the Tenant did not pay the rent that was due on that date. The Landlord is seeking to recover the rent due for February. The Tenant stated that she did not have authority from the Residential Tenancy Branch to withhold rent and she did not withhold rent on the basis of emergency repairs she made to the rental unit.

The Landlord and the Tenant agree that the Tenant vacated the rental unit on February 28, 2015. As the rental unit was vacated at the end of the fixed term of the tenancy, the Landlord withdrew her claim for unpaid rent for March of 2015.

The Landlord and the Tenant agree that the Tenant paid a security deposit of \$1,000.00, none of which has been returned to the Tenant. The parties agree that at the end of the tenancy the Tenant informed the Landlord that the security deposit could be applied to unpaid rent.

The Landlord and the Tenant agree that a forwarding address for the Tenant was written on the condition inspection report that was completed on February 28, 2015. Although the parties were aware that I was not considering the Landlord's claim for long distance telephone charges, during the hearing they mutually agreed to settle this

dispute. The term of that settlement agreement is that the Tenant will pay the Landlord \$8.00 in full satisfaction of any outstanding phone charges.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$2,250.00 in rent to the Landlord on February 01, 2015, which was not paid. As the Tenant was obligated to pay this rent to the Landlord, pursuant to section 26(1) of the *Act*, I find that the Tenant owes the Landlord \$2,250.00.

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

### Conclusion

The Landlord has established a monetary claim, in the amount of \$2,308.00, which is comprised of \$2,250.00 in unpaid rent, the \$8.00 the Tenant agreed to pay for telephone charges, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$1,000.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,308.00. 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: March 05, 2015

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Residential Tenancy Branch

