



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for rent for a garage; for damage to the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began in June 2012 as a month to month tenancy for the monthly rent of \$600.00 due on the 1st of each month with no security deposit paid. The tenant submits he vacated the rental unit on November 30, 2014, the landlord states the tenant moved out on December 1, 2014.

The landlord also testified that the tenancy agreement included an additional \$100.00 per month for parking in the garage. The tenant testified that there was never any agreement for a charge for parking or the use of the garage. The landlord stated the tenant never did pay any rent for use of the garage or parking and seeks \$2,400.00 for 24 months.

The landlord testified the tenant had a "previous balance" of \$100.00 in unpaid rent but he could not provide any testimony as to what rental period this amount had been owed. The parties agreed that the tenant did owe the landlord \$300.00 for the last part of the last month of the tenancy.

The landlord also seeks compensation for repairs to the rental unit in the amount of \$200.00. The landlord provided no evidence as to the condition of the rental unit at the

start of the tenancy, although the tenant did acknowledge that it was in good condition at the start of the tenancy.

The landlord submits that there was damage to wood in the rental unit and that there were marks on the drywall. The tenant acknowledges some pin holes in the wood frame around a corkboard wall.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In the case of verbal agreements, I find that where terms are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be enforced. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes.

As the landlord can provide no written contract confirming that the parties had agreed to an additional \$100.00 per month for parking or use of the garage and the tenant disputes that any such agreement was made, I find the landlord has failed to establish that the tenant owes any money for parking. I dismiss this portion of the landlord's claim.

I accept the tenant acknowledges that he owes the landlord \$300.00 of the \$400.00 claimed for unpaid rent. However, as the landlord cannot even identify when the "previous balance" of \$100.00 was owed for I find the landlord cannot confirm that it is owed at all. As such, I find the landlord is entitled to only \$300.00 for unpaid rent.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Despite the tenant's agreement that there were some pin holes in the wood frame and the landlord's claim for this damage and the marks on the drywall, I find that this "damage" is based on reasonable wear and tear that would naturally occur over the course of a 2 year tenancy. I therefore dismiss this portion of the landlord's claim.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$325.00** comprised of \$300.00 rent owed and \$25.00 of the \$50.00 fee paid by the landlord for this application, as he was only partially successful in his claim.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 09, 2015

Residential Tenancy Branch

