



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MND

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. A Monetary Order for damage to the unit - Section 67.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

It was noted that the matter of the order of possession was dealt with in a previous Decision dated June 2, 2016 where the Parties mutually agreed to resolve the Tenant’s dispute of the Landlord’s notice to end tenancy for landlord’s use by ending the tenancy on July 31, 2016. As this matter has been already been resolved, I dismiss this claim.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the unit?

Background and Evidence

The tenancy will end on July 31, 2016. The Landlord states that since the onset of the tenancy the Tenant has used the laundry facilities even though the tenancy agreement does not provide for this usage. The Landlord never told the Tenant that she could not use the laundry. The Landlord claims \$720.00 for this usage.

The Landlord states that the Tenant has damaged some items and has failed to keep the unit clean. The Landlord has not made any repairs. The Landlord claims compensation for making future repairs to the unit.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Although there is nothing in the tenancy agreement that speaks to laundry given the Landlord's evidence that the Tenant used the laundry since the onset of the tenancy without any suggestion by the Landlord that the Tenant could not use the laundry I find that the use of the laundry is an implied term of the tenancy agreement. As the Landlord has not shown that the Tenant breached any term of the tenancy agreement including the implied term for access and use of the laundry I dismiss the claim for compensation for the Tenant's use of the laundry.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. As the tenancy has yet to end the Tenant still has time to make repairs to any damage that has been caused by the Tenant and to leave the unit reasonably clean. As a result I find that the Landlord has made claims for damage and cleaning of the unit prematurely. I therefore dismiss the claims for damage to the unit with leave to reapply.

Conclusion

The Landlord's claims for an order of possession and compensation in relation to the laundry are dismissed.

The Landlord's claim for damage to the unit is dismissed with leave to reapply.

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 23, 2016

Residential Tenancy Branch