



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

The hearing was conducted via teleconference and was attended by the landlords.

The landlord provided documentary evidence to confirm each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 23, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the landlord's documentary evidence, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is to a monetary order for unpaid rent; for compensation for damage to and cleaning of the residential property; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlords submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on October 27, 2013 for a month to month tenancy beginning on October 30, 2013 for a monthly rent of \$875.00 due on the 1st of each month with a security deposit of \$437.50 paid. The tenancy agreement contained an addendum initialed by the parties with a clause specifying that rent payments that are "NSF" or dishonoured are subject to a \$50.00 fee;

- Copies of 3 separate “Notice of Final Opportunity to Schedule a Condition Inspection” offering three distinct dates for the tenants to attend a move out inspection;
- A copy of a Condition Inspection Report completed on October 10, 2013 recording the condition of the unit at the start of the tenancy and on July 3, 2015 recording the condition at the end of the tenancy; and
- Copies of receipts and invoices supporting the value of each of the landlords’ claims.

The landlords submitted that the tenants moved out of the rental unit on July 1, 2015 and that they did not attend the move out condition inspection scheduled for July 3, 2015 as per the last “Notice of Final Opportunity to Schedule a Condition Inspection”.

The landlord seeks the following compensation:

Description	Amount
Unpaid Rent – June 2015 and July 2015	\$1,750.00
Late payment fee	\$50.00
Cleaning of the rental unit	\$300.00
Removal of yard debris	\$150.00
Repairs and replacement of damaged or removed property	\$1,703.91
Total	\$3,953.91

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.

Based on the landlords’ undisputed testimony I find the landlords have established the tenants failed to pay rent for the months of June and July 2015. Furthermore, I find the landlords have established that the tenant was required to pay fee for late payment of rent as per the tenancy agreement. I grant the landlords \$1,800.00 for the unpaid rent and late payment fee as claimed.

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.

Based on the landlords' undisputed documentary evidence and testimony I find the landlords have established the tenants have failed to comply with their obligations under Section 37 of the *Act*. I also find the landlords have established have suffered a loss that is a result of this non-compliance and that have established the value of that loss through the submission of their invoices and receipts. I find the landlords are entitled to their full claim for compensation for damage to and cleaning of the residential property.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,003.91** comprised of \$1,800.00 rent and late payment fees owed; \$1,703.91 repairs and replacement of missing items; \$300.00 cleaning the interior; \$150.00 yard cleaning and the \$50.00 fee paid by the landlords for this application.

I order the landlords may deduct the security deposit and interest held in the amount of \$437.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,566.41**. This order must be served on the tenants. If the tenants fail 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 29, 2016

Residential Tenancy Branch