



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession, a Monetary Order for unpaid rent and utilities, for compensations for damage to the unit site or property, for compensations 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 Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on February 2, 2016. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

### Preliminary matter

The Landlord said the Tenant moved out of the rental unit on July 15, 2016 by mutual agreement so the Landlord is withdrawing the request for an Order of Possession.

### 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 to the rental unit and if so how much?
4. Is the Landlord entitled to compensation for damage to the unit and if so how much?
5. Is there a loss or damage to the Landlord and is the Landlord entitled to compensation for the loss or damage?

### Background and Evidence

This tenancy started on November 1, 2004 as a month to month tenancy. Rent was \$900.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$350.00 at the start of the tenancy. The Landlord said the security deposit was used for repairs to the unit that the Tenant caused.

The Landlord said that the Tenant has unpaid rent of \$900.00 for June, 2016 as the Tenant did not pay the rent at the end of the tenancy. The Landlord continued to say she gave the Tenant an additional 2 weeks in July, 2016, but she is not claiming unpaid rent for this time period.

As well the Landlord said the Tenant wrote 14 NSF cheques to her and she is claiming the NSF charges of \$7.00 per cheque for 14 cheques in the amount of \$98.00. The Landlord submitted copies of the NSF cheques. Further the Landlord said she is requesting \$89.60 to replace a bedroom door and \$252.00 for wall repairs due to the Tenant putting holes in the walls. The Landlord submitted photographs of the damage and copies of the paid receipts for the work. The Landlord continued to say that the Tenant left the unit in an unclean state and she had to hire a cleaner for \$380.00 and a carpet cleaner for \$157.50. The Landlord said she is requesting these costs as well.

The Landlord said her total claim is for \$1,877.10 plus the filing fee of \$100.00 that she has already paid. The Landlord said her total claim is for \$1977.10.

### 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.

Section 45 of the Act says a Tenant may end a periodic term tenancy not earlier than one month prior to the date that rent is payable, it must be in writing or with the agreement of the Landlord. In this situation the tenancy ended by mutual agreement on June 30, 2016 and the Tenant over held until July 15, 2016.

The Tenant did not have the right under the Act to withhold part or all of the rent; therefore; I find the Tenant is responsible for the rent of \$900.00 for the month of June, 2016. I award this amount to the Landlord for unpaid rent.

For a monetary claim for damage of 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 provided receipts for her claim of carpet cleaning in the amount of \$157.10, for cleaning in the amount of \$380.00, the replacement of the door for \$89.60, the wall repairs in the amount of \$252.00 and the 14 NSF cheques with fees of \$98.00. I award these amounts to the Landlord as she has proven her lost and verified it with paid receipts.

As the Landlord has been successful in this matter, she is entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order pursuant to s.67 and s. 72 of the Act the Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 900.00	
Cleaning	\$ 380.00	
Carpet Cleaning	\$ 157.50	
Replace Door	\$ 89.60	
Repair Walls	\$ 252.00	
Expenses for NSF cheques	\$ 98.00	
Recover filing fee	<u>\$ 100.00</u>	
Subtotal:		<u>\$1,977.10</u>

### Conclusion

A Monetary Order in the amount of \$1,977.10 has been issued to the Landlord. A copy of the Order must be served on the Tenant: 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 19, 2016

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Residential Tenancy Branch