



# 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 was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenant via personal service inside a government office with a witness present, L.B., at 10:45 a.m. on August 29, 2016. The landlord stated that the tenant accepted the package from him and the landlord provided a phone number of the witness orally during the hearing. The landlord read from the witness statement orally during the hearing. Based on the above, and without any evidence to prove to the contrary, I am satisfied that the tenant was personally served with the Application, Notice of Hearing and documentary evidence on August 29, 2016.

### Issue to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?

### Background and Evidence

The landlord testified that a fixed term tenancy began on May 1, 2013 and reverted to a month to month tenancy after May 1, 2014. The landlord stated that the tenant vacated the rental unit on September 12, 2016. The monthly rent was \$1,200.00 per month and was due on the first day of each month.

The landlord's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
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1. Portion of unpaid rent owing for July 2016	\$100.00
2. Unpaid rent owing for August 2016	\$1,200.00
3. Unpaid rent owing for September 2016	\$1,200.00
4. Washing machine repair due to tenant negligence	\$166.05
<b>TOTAL</b>	<b>\$2,666.05</b>

Regarding item 1, the landlord affirmed that the tenant failed to pay \$100.00 of July 2016 rent.

Regarding items 2 and 3, the landlord affirmed that he is claiming \$1,200.00 for August 2016 unpaid rent and \$1,200.00 for September 2016 due to the tenant failing to pay any rent for August 2016 and without having paid any rent for September 2016 even though the tenant did not vacated the rental unit until September 12, 2016. The landlord stated that he was not able to secure a new tenant until mid-October 2016.

Regarding item 4, the landlord is claiming \$166.05 for the cost of a repairing the washing machine in the rental unit. The landlord testified that the washing machine was brand new at the start of the tenancy, and during the tenancy, the washing machine stopped working and so a repair person was called to repair the washing machine. The landlord read from an invoice from the washing machine repair person during the hearing that the repair person found the following in the pump of the washing machine:

- A. a key that was previous claimed as lost by the tenant
- B. underwire from 4 bras
- C. 2 buttons
- D. coins

According to the landlord, the washing machine repair person stated that the damage was caused by tenant negligence based on items A through D listed above. The landlord affirmed that he paid \$166.05 to the washing machine repair person to repair the damage the tenant caused to the washing machine as the tenant failed to clean her pockets before washing her laundry.

### Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$2,766.05** which includes the recovery of the cost of the filing fee in the amount of **\$100.00** as the landlord's application is successful. I have considered the undisputed testimony of the landlord and that the application

was unopposed by the tenant. I also find that failing to clean her pockets of a key and coin is negligence on the part of the tenant and is not reasonable wear and tear for a washing machine.

Furthermore, I find that the tenant breached section 26 of the *Act* which requires that a tenant pay rent on the date that it is due and I accept the landlord's undisputed testimony that the tenant failed to pay \$100.00 of the July 2016 rent, and still owes \$1,200.00 for unpaid August 2016 rent and \$1,200.00 for unpaid September 2016 rent.

As a result of the above, I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of **\$2,766.05**.

### Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of \$2,766.05. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 3, 2017

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Residential Tenancy Branch