



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNDC MNSC FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on February 7, 2017 (the "Application"). The Landlords applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlords were represented at the hearing by B.B., who provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified the Tenants were served with the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, by registered mail on December 16, 2016. The documents were sent to a forwarding address provided by the Tenants. Pursuant to sections 89 and 90 of the Act, documents served by registered mail are deemed to be received five days later. I find the Tenants are deemed to have received the Application package on December 21, 2016.

On behalf of the Landlords, B.B. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage to the unit, site or property?
2. Are the Landlords entitled to a monetary order for unpaid rent or utilities?

3. Are the Landlords entitled to a monetary order for money owed or compensation for damage or loss?
4. Are the Landlords entitled to a monetary order allowing the Landlord to keep all or part of the security deposit or pet damage deposit?
5. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlords submitted into evidence a copy of the tenancy agreement between the parties. It confirmed the month-to-month tenancy began on March 1, 2016. B.B. discovered the tenancy had ended when, on December 7, 2016, he attended the property and discovered a note on or near the front door. A copy of the note was submitted with the Landlords' documentary evidence. During the tenancy, rent in the amount of \$650.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$325.00, which the Landlord holds.

The Landlords' claims were outlined in a monetary order worksheet, dated December 14, 2016. The Landlords' monetary claim may be summarized as follows:

- \$150.00 for general cleaning;
- \$141.75 to repair damage;
- \$650.00 for unpaid rent for December 2016.

In support, the Landlords submitted a Condition Inspection Report confirming the condition of the rental unit at the beginning and end of the tenancy. The Tenants did not participate in the move-out condition inspection, completed on December 9, 2017. The Condition Inspection Report was supplemented by 18 photographic images depicting the interior of the rental unit at the end of the tenancy. Receipts for the cleaning and repair expenses claimed were also included. As noted above, the Landlord also submitted a copy of the tenancy agreement confirming the terms of the tenancy.

The Landlord also sought to recover the \$100.00 filing fee, and sought to apply the security deposit held in partial satisfaction of the claim.

The Tenants did not attend the hearing to dispute the amounts claimed by the Landlord.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, Regulation or a tenancy agreement, section 67 of the *Act* empowers an arbitrator to determine the amount of, and order a party to pay, compensation to the other party.

The Landlords submitted documentary evidence and provided oral testimony in support of the amounts claimed. I find the losses incurred by the Landlords were due to the poor condition of the rental unit when the Tenants vacated without providing adequate notice of their intention to do so.

Pursuant to section 67 of the *Act*, I find the Landlords are entitled to a monetary order in the amount of \$716.75, which has been calculated as follows:

Claim	Amount allowed
Cleaning:	\$150.00
Damage/repairs:	\$141.75
December 2016 rent:	\$650.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$325.00)
TOTAL:	\$716.75

Conclusion

The Landlord is granted a monetary order in the amount of \$716.75. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 14, 2017

Residential Tenancy Branch