



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover her filing fee for this application from the tenants pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were each served with the notice of hearing package via Canada Post Registered Mail on January 14, 2019. The landlord also stated that the tenants were served with the submitted documentary evidence via Canada Post Registered Mail on April 13, 2019. The landlord submitted copies of the Canada Post Customer Receipts and Tracking labels as confirmation. I accept the undisputed testimony of the landlord and find that the tenants were properly served as per sections 88 and 89 of the Act.

At the outset, the landlord clarified that her name had been incorrectly entered and should just be Y.N. and not Y.N.A.N. as entered. As such, the landlord's application shall be amended to show the proper name of the landlord.

During the hearing the landlord stated that she is amending her monetary claim lowering it from \$2,700.00 to \$840.00.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord claims that this tenancy began on December 1, 2018 on a fixed term ending on November 30, 2019 as per the submitted copy of the signed and dated tenancy agreement of December 28, 2018. The monthly rent was \$950.00 for a furnished rental unit which includes utilities.

The landlord seeks an amended monetary claim of \$840.00 which consists of:

\$700.00	Unpaid Rent, January 2019
\$40.00	Cleaning
\$100.00	Filing Fee

The landlord stated that the tenants were served with a 10 Day Notice for Unpaid Rent (the 10 Day Notice) dated January 5, 2019 on January 5, 2019 in person. The 10 Day Notice sets out that the tenants failed to pay rent of \$1,520.00 that was due on January 1, 2019. The landlord clarified that this consisted of:

\$220.00	Unpaid Rent, December 2018
\$700.00	Unpaid Rent, January 2019
\$600.00	Unpaid Deposit

The landlord has now stated that on January 10, 2019 the landlord accepted a rental payment of \$220.00 which was applied to December 2018 unpaid rent. The landlord stated that the tenants vacated the rental unit on January 15, 2019 without notice. The landlord now seeks compensation for unpaid rent of \$700.00 for January 2019. The landlord also seeks compensation for cleaning of \$40.00. The landlord stated that she paid another tenant \$40.00 to clean the rental. The landlord stated that after vacating the rental unit without notice, the landlord discovered that it required cleaning as provided in the submitted 21 photographs and the incomplete condition inspection report for the move-out showing the condition of the rental unit in contrast to the completed condition inspection report for the move-in.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention

of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In this case, I accept the undisputed evidence of the landlord and find that the tenants were served with the 10 Day Notice dated January 5, 2019 for Unpaid Rent. I accept the undisputed testimony of the landlord that the tenants vacated the rental unit on January 15, 2019 without notice and that the landlord suffered a loss of unpaid rent of \$700.00 for January 2019. I also accept the undisputed evidence of the landlord and find that the rental unit was left dirty requiring cleaning of \$40.00 which the landlord paid to another occupant.

The landlord has established a total monetary claim of \$740.00. The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$840.00.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial Court and 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: May 03, 2019

Residential Tenancy Branch