



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding British Columbia Housing Commission  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed facts: The tenancy under written agreement started on November 15, 2012. The Tenant did not give any notice to end the tenancy and moved out of the unit on a date prior to July 17, 2018. Rent of \$521.00 was payable on the first day of each month. No security deposit was collected. The Tenant provided its forwarding address on March 18, 2019.

The Landlord withdraws its claim for unpaid rent and makes no claim for lost rental income. The Landlord states that despite having a waiting list for vacant units, the

Landlord delayed the re-rental of this unit due to renovations that were not required to the unit as a result of any act or negligence of the Tenant. The Landlord claims \$200.00 for yard work that was not completed at the end of the tenancy. The Landlord states that there is nothing in the tenancy agreement that requires the Tenant to carry out yard work. The Tenant does not dispute the Landlord's claim of \$550.00 for cleaning costs. The Landlord withdraws the claim for the filing fee.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. As there is no requirement under the written tenancy agreement for the Tenant to carry out yard work during the tenancy I find that the Landlord has not substantiated that the Tenant breached the tenancy agreement. I therefore dismiss this claim. As the Tenant does not dispute the Landlord's claim for \$550.00 in cleaning costs I find that the Landlord has substantiated this amount as an entitlement.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$550.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: October 01, 2019

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Residential Tenancy Branch