



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes MNR, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damages to and cleaning of the rental unit, for unpaid rent, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on January 28, 2011, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been served in accordance with the Act.

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.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenant was ordered to vacate the rental unit under an order of possession granted on February 1, 2011, in an earlier proceeding.

The Tenant vacated the property, however, the Landlord is alleging it has incurred substantial losses due to the condition it was left in by the Tenant and because rent and utilities were unpaid.

The Landlord claims as follows:

a.	Rent for December 2010, January, February 2011, and late and NSF fees	3,823.65
c.	Repairs/weeding/hauling refuse	374.46
d.	Change of locks (Tenant did not return keys)	103.60
e.	Heating oil and water bill	1,377.79
f.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$6,250.30</b>

I note that the Landlord requested \$4,000.00 in the Application served on the Tenant and has exceeded that amount with the above claims.

In support of the Application the Landlord has supplied a copy of the Tenancy Agreement, condition inspection reports, invoices, receipts, photographs and email correspondence between the parties.

### Analysis

Based on the testimony, evidence, photographs and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by not cleaning the unit, or making necessary repairs, or paying the required heating and utility bills and these breaches have caused losses to the Landlord. Furthermore, I find that the Tenant has not paid all rent due to the Landlord, in breach of the agreement and the Act.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$6,250.30** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$747.50** in partial satisfaction of the claim, leaving a balance due of **\$5,502.80**.

The principles of natural justice require that a respondent be informed of the monetary amount sought against them. The Application served on the Tenant requested \$4,000.00. While I find the Landlord has established that the Tenant owes more than this, I must reduce the amount awarded to **\$4,000.00**. I grant and issue the Landlord an order in those terms.

This order may be filed in the Provincial Court (Small Claims) 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: April 28, 2011.

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Residential Tenancy Branch