



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. An Order of Possession;
2. A monetary Order for unpaid rent; and
3. An Order to recover the filing fee pursuant to Section 72.

I accept the landlord's evidence that the tenant was properly served with the Notice to End Tenancy by way of personal service on May 7, 2013.

I accept the landlord's evidence that the tenant was properly served with the Application for Dispute Resolution including the Notice of Hearing and the landlord's evidence by way of personal service on May 17, 2013.

Both parties were given a full opportunity to be heard, to present evidence and to make submissions. Neither party requested an adjournment or a Summons to Testify.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

### **Issue(s) to be Decided**

Does the landlord have cause to end this tenancy (unpaid rent)? Is the landlord entitled to a monetary Order?



## **Background and Findings**

### **Order of Possession**

The landlord testified that the tenant did not dispute the Notice to End Tenancy and that she did vacate on May 17, 2013 in accordance with the Notice. An Order of Possession is therefore no longer required and this application is withdrawn.

### **Monetary Order**

#### ***Rental Arrears***

The Notice to End Tenancy sought \$2,200.00 in arrears. The landlord testified that this tenancy began in October 2013 and rental payments were made as agreed up until January 2013 at which time the tenant began to go into arrears. The landlord listed the following payments:

<b>Date</b>	<b>Rent Due</b>	<b>Amount Paid</b>	<b>Balance Owing</b>
January 1, 2013	\$1,000.00	\$500.00	\$ 500.00
February 1, 2013	1,000.00		1,500.00
February 1, 2013		100.00	1,400.00
March 1, 2013	1,000.00		2,400.00
March 1, 2013		1,000.00	1,400.00
April 1, 2013	1,000.00		2,400.00
April 1, 2013		400.00	2,000.00
May 1, 2013	1,000.00		3,000.00

The landlord submits that as of May 2013 the tenant owed \$3,000.00 in rental arrears. The landlord says the tenant paid her rent usually with on-line payments or cash.

The tenant says she made other payments towards the arrears that are not listed and that her roommate made rental payments as well. The tenant says that the landlord never provided receipts. The tenant says she did not think to bring banking records or other proof of payment. The tenant says that she often paid her rent with her tips.

The landlord testified that he did not receive any rental payments from the tenant's roommate. The landlord says he issues receipts yearly not monthly.

With respect to the claims for cleaning the landlord says he incurred costs to clean the carpets, he spent 6 hours cleaning the rental unit and he had to make repairs to the hallway ceiling which was damaged when the tenant moved the queen sized bed into the rental unit. The landlord claims:



Carpet cleaning	\$ 94.50
6 hours of landlord's time for cleaning	120.00
Time and materials to repair damage	205.00
Total	\$419.50

The tenant agrees she did not have the carpets cleaned and says that the landlord came 25 minutes early to inspect the rental unit and she was unable to finish cleaning. The tenant says that there was already damage to the ceiling which the landlord is trying to blame on her. The tenant denies creating this damage.

### Analysis

While I do not find it sufficient for landlords to issue rent receipts at year end I prefer his evidence with respect to arrears because he was able to give a full accounting of all payments going back to the start of the tenancy noting that arrears began to accumulate in January, 2013. By contrast the tenant provided insufficient evidence with respect to the payments she said she made or proof of having made them. This is so even though the parties agree that the tenant used a variety of means to pay her rent including on-line payments which could be documented. I will therefore allow the landlord's claim for rental arrears in the sum of \$3,000.00.

With respect to the landlord's claim carpet and general cleaning I will allow the sums claimed because the tenant has admitted she did not clean the carpets and she did not finish cleaning the rental unit. Given that the tenant knew she was vacating she should have made preparations to have cleaning completed by the move-out date. I will allow the landlord's claim in the sum of \$214.50 for cleaning including carpet cleaning.

With respect to the damage I am not satisfied that the landlord has proven that the tenant caused the damage and I will dismiss this portion of the claim.

### ***Filing Fees***

As the landlord has been mostly successful in this claim, I find that the landlord is entitled to recover the filing fees paid for this application.



***Calculation of total Monetary Award in Favour of Landlord.***

Rental Arrears	\$3,000.00
Cleaning costs	214.50
Filing Fees for the cost of this application	50.00
Less Security Deposit	0.00
Less Interest on Deposit (if any)	0.00
<b>Total Monetary Award</b>	<b>\$3,264.50</b>

**Conclusion**

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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*.

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Dated: June 10, 2013

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Residential Tenancy Branch



