



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to an application by the landlords for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony.

The landlord testified that the application for dispute resolution and notice of hearing (the “hearing package”) was served in-person on the tenant on September 16, 2013. Despite this, the tenant did not appear.

### Issue(s) to be Decided

Whether the landlords are entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

A previous hearing was held in a dispute between these parties on September 16, 2013, with a decision issued by that same date. While the landlords appeared, the tenant did not. Pursuant to the decision the landlords were granted an order ending tenancy early, and an order of possession effective two (2) days after service on the tenant. During the present hearing, the landlord testified that the order of possession was personally served on the tenant on September 16, 2013, and that the tenant vacated the unit within the next 2 or 3 days without providing a forwarding address.

There is no written tenancy agreement for this tenancy which began on July 1, 2013. Monthly rent of \$1,300.00 was due and payable in advance on the first day of each month, and a security deposit of \$650.00 was collected. The landlord testified that a move-in condition inspection report was completed and left with the tenant to sign and return to the landlords. However, the tenant did not return the report to the landlords.

Arising from rent which remained unpaid when due on September 1, 2013, the landlord testified that a 10 day notice to end tenancy for unpaid rent dated September 3, 2013 was personally served on the tenant on that same date. The tenant did not pay the outstanding rent and, as noted above, the tenant vacated the unit around mid-September after being served with an order of possession.

The landlord testified that the cost of cleaning and repairs to damage in the unit, as well as unpaid rent for September and loss of rental income for a portion of October 2013, total \$7,134.58. However, while there are receipts and photographs in evidence, the miscellaneous costs have not been described in detail by way of a monetary order worksheet. Further, a move-out condition inspection report was not completed.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

At the outset, the attention of the parties is drawn to the following sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated September 3, 2013. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. Thereafter, the tenant vacated the unit in mid-September without providing a forwarding address. After cleaning and repairs were completed, the landlord testified that new renters were found effective from October 20, 2013.

As for compensation, I find that the landlords have presently established a claim of **\$1,350.00**, as follows:

\$1,300.00: *unpaid rent for September 2013*

\$50.00: *filing fee*

I order that the landlords retain the security deposit of **\$650.00** and I grant the landlords a **monetary order** under section 67 of the Act for the balance owed of **\$700.00** (\$1,350.00 - \$650.00).

In relation to the application for costs arising from cleaning and repairs after the tenant vacated the unit, in addition to the loss of rental income for the period from October 1 to 19, 2013, again I note that there is neither a move-in nor move-out condition inspection report in evidence. Further, a monetary order worksheet is not before me and neither is there any evidence around how the landlords undertook to mitigate the loss of rental income for a portion of October 2013. Finally, I note that as the amount of compensation sought by the landlords for the aforementioned claims exceeds \$5,000.00, a filing fee of \$100.00 (not \$50.00) is required. In the result, the aspects of the landlords' claim that go beyond compensation for unpaid rent for September 2013, and recovery of the filing fee, are hereby dismissed with leave to reapply.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$700.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

The application to recover costs arising from cleaning, repairs and loss of rental income for a portion of October 2013, are hereby dismissed with leave to reapply.

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: December 19, 2013

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Residential Tenancy Branch

