



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0734660 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MND MNDC FF

Introduction:

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

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Notice to End Tenancy dated July 2, 2015 and the Application for Dispute Resolution personally on the tenant. I find that the tenant is served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that there is unpaid rent and the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in April 2014, that monthly rent was \$780 and no security deposit was paid as the manager allowed the tenants to move in without paying one. The landlord said that the tenants have only made partial payments of rent for 2014 and 2015; he said they kept promising to pay the balance but did not. Enclosed as evidence is a rent ledger showing they owed \$5,000 in rent for 2014 and were only paying \$400 a month in 2015. They vacated the unit in July after being served the Notice to End Tenancy. Their rent record shows they owe \$6811 in rent, including \$300 in late fees (charged at \$25 a month when they were late).

In addition, the tenants did not clean the suite properly when they left and the landlord incurred costs of \$110 to clean the carpet, \$150 to clean the suite and \$100 in dumping fees. The landlord requests a monetary order for unpaid rent plus these damages. Invoices are included as evidence of the costs.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears in the amount of \$6811 from April 2014 to July 2015. I find the amount owed is well documented with the rental ledger in evidence.

In respect to the claim for damages, I note that awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Section 37 of the *Act* provides that a tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that the tenants left the unit dirty and it cost \$360 for cleaning and garbage removal. I find his evidence well supported by the invoices in evidence.

Conclusion:

The landlord no longer requires an Order of Possession as the tenants vacated. I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears 2014-2015	6811.00
Cleaning and dumping costs	360.00
Filing fee	100.00
Total Monetary Order to Landlord	7271.00

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: September 18, 2015

Residential Tenancy Branch

