



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

The original hearing, which was scheduled for September 18, 2008, was adjourned to provide the Landlord with the opportunity to serve the Tenant with notice of the hearing in accordance with the *Residential Tenancy Act (Act)*.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of the Hearing for October 16, 2008 were sent to the Tenant via registered mail at the address noted on the Application, on September 29, 2008. A tracking number was provided. The Canada Post website shows the mail was picked up on October 01, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to a monetary Order for compensation for loss of rent; to a monetary Order for damage to the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The Landlord stated that the tenancy agreement requires the Tenant to pay monthly rent of \$800.00. The Tenant paid a security deposit of \$400.00 on February 01, 2006.

The Landlord stated that the Tenant vacated the rental unit on May 30, 2008. She stated that the rental unit was in such a state of disrepair that she was unable to find new tenants until July 01, 2008. The Landlord submitted photographs of the bathtub and toilet to demonstrate the nature of the repairs that were required before the rental

unit could be rented. The Landlord is claiming compensation, in the amount of \$800.00, due to the fact that she was unable to rent the rental unit for June of 2008.

The Landlord stated that the Tenant still owes \$800.00 in rent from April of 2008 and \$800.00 in rent from May of 2008.

The Landlord is claiming compensation, in the amount of \$160.22, for supplies for repairs used to repair the damage to the toilet and the bathtub. The Landlord did not specify that she was claiming damages for labour in her Application for Dispute Resolution, therefore claims for labour are not being considered in this award.

The Landlord retains the right to claim for other damages to the rental unit that have not been addressed in this Application for Dispute Resolution.

Analysis

In the absence of evidence to the contrary, I find that the Tenant has not paid rent in the amount of \$1,600.00 for April and May of 2008.

In the absence of evidence to the contrary, I find that the Tenant left the rental unit in such a state of disrepair that the Landlord was unable to rent it for June of 2008. As the Tenant failed to comply with section 37(2)(a) of the Act, which required him to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear, I find that the Tenant must compensate the Landlord for loss of revenue for June of 2008, in the amount of \$800.00. I also find that the Tenant must compensate the Landlord for supplies used to clean and repair the rental unit, in the amount of \$160.22.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$412.70, in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,610.22, which is comprised of \$1,600.00 in unpaid rent; \$800.00 in compensation for loss of rent for June of 2008; \$160.22 in cleaning and repair supplies; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$412.70, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,197.52. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 16, 2008