



Dispute Resolution Services

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

Decision

Dispute Codes: OPR, MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing on August 26, the tenant did not participate in the conference call hearing.

At the outset of the hearing the landlord advised that the tenant had vacated the rental unit on September 2. As an order of possession is no longer required, I consider that claim to be withdrawn.

The landlord also asked to amend his claim to reduce the amount of loss of income for September from \$750.00 to \$250.00 because the rental unit was re-rented on September 10. I find that the amendment is reasonable and allow the amendment.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, utilities and damage to the rental unit?

Background and Evidence

The landlord testified that the tenant was obligated to pay \$850.00 per month in rent and that in the month of August, she failed to pay any rent whatsoever. The landlord seeks to recover \$850.00 in unpaid rent for August and a further loss of income for the 9 days in September in which the rental unit was empty. The landlord was able to re-rent the unit just 8 days after the tenant vacated the rental unit.

The landlord further testified that the tenant failed to properly clean the rental unit and that she also damaged the 5-year old refrigerator during the tenancy by denting the door and putting a hole in the side of the refrigerator. The landlord testified that he spent approximately 10 hours cleaning the rental unit, which included cleaning carpets which were stained. The landlord seeks to recover \$200.00 for cleaning and \$200.00 for damage repair, although the landlord did not specify what repairs were required.

The landlord further testified that the tenant failed to pay \$35.00 in natural gas bills for the final 3 months of the tenancy.

Analysis

I find that the landlord has established an entitlement to \$850.00 in unpaid rent for August and \$250.00 in loss of income for that period in September in which he was unable to re-rent the rental unit and I award the landlord \$1,100.00 for unpaid rent and loss of income.

I find that the landlord is entitled to recover the cost of cleaning the rental unit. I find that the landlord's claim of \$200.00 for 10 hours of cleaning is reasonable and I award the landlord that sum. The landlord's claim for \$200.00 in repair costs is dismissed as the landlord did not meet his burden of proving what repairs were required and the cost of such repairs.

I find that the landlord's claim for \$35.00 in natural gas bills is reasonable and I award the landlord that sum. I also find that the landlord is entitled to recover the \$50.00 filing fee paid to bring this application.

I note that during the hearing the landlord testified that the tenant had taken a kitchen table belonging to the landlord. I have not made a finding on this issue as it was not part of the landlord's original application. The landlord may make a future application in respect of that claim.

Conclusion

In summary, the landlord has been successful in the following claims:

| | |
|---------------------------|--------------------|
| Unpaid rent and utilities | \$ 1,100.00 |
| Cleaning | \$ 200.00 |
| Utilities | \$ 35.00 |
| Filing fee | \$ 50.00 |
| Total: | \$ 1,385.00 |

I find that the landlord has established a claim for \$1,385.00 and I grant the landlord an order under section 67 for that sum. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 19, 2008.