



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNDC MNR MNSD SS FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary compensation for unpaid rent, loss of rent, damages to the rental unit, for cleaning the rental unit and for recovery of the filing fee, totalling \$11,763.89.

The Landlord had been granted an order, on November 25, 2008, to serve the Tenant by substituted service. The Landlord appeared and provided in evidence an affidavit of service from a process server. The affidavit set out the efforts used to locate the Tenant, who has moved to Alberta, and I find the method of service complies with the order for substituted service.

The tracking information indicates that the item was refused by the recipient, who, according to Canada Post regulations can only be the addressee Tenant. Therefore, in accordance with the Act, I find the Tenant has been served with the documents. Despite his refusal to accept the documents, he is deemed served under the Act.

The Landlord provided evidence in written and photographic form, and gave affirmed testimony at the hearing. He is claiming \$5,130.00 in unpaid rent, \$2,600.00 for loss of rent while the rental unit was being repaired after the Tenant vacated, \$422.75 for unpaid utilities, and \$3,611.14 for repairs and cleaning of the rental unit.

Issue(s) to be Decided

Is the Tenant liable to the Landlord for the monetary compensation sought?

Background and Evidence

The Tenant left the rental unit without providing a Notice to End Tenancy to the Landlord. He was the head Tenant under the terms of their oral tenancy agreement. As there was no evidence of a written agreement the standard terms of the Act apply to this tenancy.

The Landlord provided affirmed testimony that the Tenant had abandoned the property, leaving behind an occupant who had no tenancy agreement with the Landlord. The Tenant left the rental unit in a very messy condition, abandoned property at the the unit and damaged several items, such as a smashed window and a destroyed rug.

The Landlord provided photographs of the condition the rental unit was left in by the Tenant. There was garbage, clothes and much debris scattered everywhere in the interior. The unit does not appear to have been cleaned for some time. There are two windows which are smashed. There was a carpet in the unit, which had been stained and torn up and left in the basement.

There are bicycles and bicycle parts around the exterior of the unit, along with garbage bags, broken glass and other assorted debris. The lawn and yard has not been cared for.

In evidence the Landlord also supplied receipts and invoices for the cleaning and repairs of the unit.

Analysis

Based on the evidence, the affirmed testimony of the Landlord and on a balance of probabilities, I find the Tenant is liable for the losses incurred by the Landlord. The Tenant left the rental unit without Notice to the Landlord, however, he is still responsible for the damages and rent.

I am allowing all of the Landlord's claims, in the amounts described below, although I have reduced the hourly rate charged for the cleanup of the unit from \$36.00 per hour to \$20.00 per hour. This is more in line with the usual amounts allowed for this type of work.

I find that the Landlord has established a total monetary claim of **\$11,151.89** comprised of \$5,130.00 for unpaid rents for February, April, May, June, July, August and September of 2008, \$2,600.00 for loss of rent while the unit was being cleaned and repaired, \$262.50 for lawn services, 422.75 for unpaid utilities, \$168.00 for garbage removal and dumping, \$585.00 for interior cleaning, \$800.00 for general cleanup of refuse left at the rental unit, \$540.16 for the damaged carpet, \$316.18 to replace broken windows, \$174.30 for carpet cleaning and the \$100.00 fee paid by the Landlord for this application.

I grant and issue the Landlord an order under section 67 for the balance due of **\$11,151.89**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant abandoned the rental unit, left without giving a Notice to End Tenancy to the Landlord, and did not repair or clean the unit prior to leaving. The Tenant is liable for the Landlord's losses, and a monetary order for the Tenant to pay the Landlord has been issued.