

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: MNR, MNDC, MND, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for rent for February 2009 and to recover the costs of repair, cleaning and the filing fee.

The landlord stated that the tenant moved out without providing a forwarding address. The landlord was aware of the address of the babysitter that the tenant used for her child and he served the notice of hearing and evidence package to the tenant at this address, in the presence of a witness.

The witness gave solemnly affirmed testimony that she accompanied the landlord to the baby sitter's residence on February 23, 2009 and witnessed the tenant accepting the notice of hearing package, served by the landlord. I am satisfied that the tenant was adequately served and despite having been served the notice of hearing; the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

The tenant gave the landlord an undated written notice to end tenancy effective February 15, 2009. The landlord received this notice in his mailbox on February 02, 2009. The tenant did not pay rent for February and moved out on or about February 15, 2009. Is the landlord entitled to rent for February 2009?

Has the landlord established a claim for costs incurred to repair and clean the suite? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on October 01, 2008. The monthly rent was \$1200.00 due in advance on the first day of each month. The tenant failed to pay rent for February and on February 02, 2009, gave the landlord a notice to end the tenancy effective February 15, 2009. The tenant moved out sometime prior to February 15, 2009, without giving the landlord a forwarding address

The landlord has submitted into evidence photographs of damage to the shower head pipes, the resulting water damage to the drywall and carpet and the unclean condition of the suite as left by the tenant.

The landlord is claiming the following:

1.	Rent for February	\$1,200.00
2.	Cleaning and Repair	\$600.00
3.	Filing fee	\$50.00
	Total	\$1,850.00

Analysis

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for February 2009 and moved out mid February, after giving the landlord inadequate notice of approximately two weeks, to end the tenancy. Therefore, I find that the landlord is entitled to rent for February in the amount of \$1,200.00.

In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof and must provide evidence that can verify the actual monetary amount of the loss or damage. The landlord has not filed invoices or any other evidence to support the cost of \$600.00, that he is claiming he incurred to repair and clean the rental unit. I find that the landlord has not proven his claim for \$600.00 and therefore this claim is dismissed.

Based on the undisputed sworn testimony of the landlord I find that the landlord has established a claim in the amount of \$1,250, which includes the filing fee of \$50.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,250.00**

Dated May 11, 2009.

Dispute Resolution Officer