



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for unpaid rent pursuant to Section 67 of the Act, for damages to the rental unit pursuant to Section 67 of the Act and to recover the filing fee for this proceeding. The landlord also applied to keep all or part of the security deposit.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were sent to the tenant by registered mail on April 14, 2009. The Canada Post tracking number shows that the hearing package was received on April 15, 2009. I find that the tenant was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the tenants' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the tenant did not appear the submissions were made by the landlord. On the basis of the evidence presented at the hearing, a decision has been reached.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to cover the additional costs for repair to damages and cleaning of the rental unit?
- Are there arrears of rent and if so, how much?
- Is the landlord entitled to a Monetary Order for loss of income?
- Is the landlord entitled to keep all or part of the security deposit and interest?
- Whether the landlord is entitled to a Monetary Order to recover the filing fee?

Background and Evidence

This tenancy started on February 01, 2008. Rent was \$1,000.00 per month payable on the 1st of each month. The tenant has been repeatedly late paying his rent and paid partial rent for February leaving a balance of \$587.00. The landlord issued a 10 Day Notice to End Tenancy for unpaid rent on February 03, 2009. The tenant moved out of the property on February 27, 2009.

The landlord carried out a move out condition inspection with the tenant and the tenant has agreed in writing to the repair of damages and cleaning required in the property. These consist of cleaning costs \$200.00, carpet cleaning \$113.00, drape cleaning \$88.90, repair of damage to walls \$100.00. The landlord has provided an invoice detailing these charges from the maintenance division of the company. The tenant has authorised in writing that the landlord may retain his security deposit and any interest in partial payment of the rent arrears and damages. The landlord was able to re-rent the property on March 05, 2009 and is therefore claiming a pro-rated amount in lost revenue for March of \$133.80.

Analysis

I find that the landlord has provided sufficient evidence to support their monetary claim. Therefore, I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's security deposit. In the absence of any evidence from the tenant, I find that the landlord is entitled to recover February, 2009 rent arrears of \$587.00 and a loss of rental income for the first four days of March, 2009 in the amount of \$133.80. I also find that the landlord is entitled to recover suite cleaning, carpet cleaning, drape cleaning and damage expenses of \$501.90. As the landlord has been successful in this matter, they are also entitled to recover the \$50.00 filing fee for this proceeding.



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The landlord will receive a monetary order for the balance owing as follows:

Rent arrears and loss of income	\$720.80
Filing fee	\$50.00
Less security deposit and accrued interest	(-\$506.89)
Total amount due to the landlord	\$765.81

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$765.81**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: June 22, 2009.

Dispute Resolution Officer