

DECISION

Dispute Codes: OPR, MND, MNR, MNSD, MNDC, FF

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 29, 2009, the tenant did not participate in the conference call hearing.

At the outset of the hearing, the landlord withdrew his application for an order of possession as the tenant had moved out of the rental unit on or about June 3, 2009. The landlord also withdrew his application for an order to retain the security deposit in partial satisfaction of the claim. The landlord explained that he had never received the requested security deposit from the tenant.

The tenancy began on July 1, 2008. Rent in the amount of \$2900.00 was payable in advance on the first day of each month. The tenant failed to pay rent in the months of December, January, February, March and April and on April 29, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the months of May and June. On or about June 3, the tenant moved out of the rental unit without notifying landlord or leaving the keys of the unit.

The landlord is seeking to recover from the tenant outstanding rent for the months of December to May in the amount of \$17,400.00. The tenant lived in the unit until June 3. Thereafter, the landlord started cleaning, repairing and painting the unit. The landlord said that due to the extent of the damages and the time required to address these damages, he has not been able to re-rent the unit for the month of July. The landlord is therefore seeking to include a claim for loss of income for the months of June and July in the amount of \$5800.00. I find that the tenant should reasonably have known that the landlord could not re-rent the unit

while he was still in residence in June. Based on the photos and receipts submitted, I also find the landlord's claim for the loss of income for the month of July to be reasonable. I therefore allow the claim for a further \$5800.00.

The landlord is also seeking to recover from the tenant the following costs incurred in addressing the damages.

Carpet Cleaning	\$150.00
Cleaning	\$600.00
Garbage Disposal	\$ 90.00
Repair and Paint Walls	\$210.00
Total	\$1050.00

To support his claim, the landlord submitted photos showing condition of the rental unit after the tenant moved out and receipts for cleaning, repairing and painting.

Carpet Cleaning

The landlord is claiming \$150.00 for carpet cleaning and submitted a receipt for this amount. Based on the photos showing garbage and dog feces littered throughout the house, I find that the landlord has proven that the carpet needed cleaning. The landlord said that the rental unit consists of 3200 square feet of living space. I therefore find the landlord's claim of \$150.00 for carpet cleaning to be reasonable and I allow a claim for this amount.

Cleaning

The landlord is claiming for 40 hours of cleaning at \$15.00 per hour for a total of \$600.00. The landlord said that the cleaning personnel had to clean the entire unit. As well, they had to pick up dog feces littered throughout the unit, then scrub and disinfect each area. Furthermore, the cleaning personnel spent

substantial amount of time in removing all of the garbage throughout the unit, personal belongings left in all of the cupboards and torn sofa fillings strewn on the garage floor. I have considered the photos which confirm that landlord's claim as stated above and I find the landlord's claim for 40 hours of cleaning at \$15.00 per hour to be reasonable. I therefore allow a claim of \$600.00 for cleaning.

Garbage Disposal

The landlord is claiming for 6 hours of garbage disposal at \$15.00 per hour for a total of \$90.00. Having considered the photos showing substantial amount of garbage left in the unit, I find that the landlord's claim of \$90.00 for garbage disposal to be reasonable and I allow a claim for this amount.

Repair and Paint Walls

The landlord is claiming 14 hours for repairing and painting of the walls at \$15.00 per hour for a total of \$210.00. The landlord said that there were holes punched in the walls of living room and hallways, gauges on the walls in the hallways, bedrooms and living room, holes on the walls from hanging televisions, numerous scratch marks made by the dogs on the garage walls. Based on the landlord's undisputed testimony and a photo showing numerous scratch marks on the garage walls, I find the landlord's claim of \$210.00 for repairing and painting the walls to be reasonable. I therefore allow a claim for this claim.

Conclusion

As for the monetary order, I find that the landlord has established a total claim of \$24,250.00 comprised of \$17,400 in unpaid rent, \$5800.00 in loss of income and \$1050.00 in damages. The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord an order under section 67 for the balance due of

\$24,350.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 10, 2009.