

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: MNR, MND

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for rent for March 2009, loss of income for April 2009, and costs for cleaning and repairs to the rental unit.

The tenant moved out without giving the landlord a forwarding address. The landlord found out where the tenants had moved to, from the tenants' friend. The landlord's witness testified under oath, that she had visited the tenants and personally served both tenants with a notice of hearing.

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.

At the start of the hearing, the landlord requested that his application be amended to include the recovery of the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order for rent, loss of income, cleaning and repair costs and for the filing fee?

Background and Evidence

The landlord testified that the tenancy started on December 01, 2008. The monthly rent was \$900.00 payable on the first day of each month. On March 12, 2009, the tenant gave the landlord verbal notice to end the tenancy and moved out on April 03, 2009. The tenant did not pay rent for March or April 2009.

The landlord stated that the rental unit was left in condition that required repairs, cleaning and garbage removal. The landlord filed photographs into evidence that depict the condition of the suite. The photographs show that there is damage to the drywall, burns to the carpet and linoleum, furniture, a litter box and garbage bags left behind, dirty appliances and the fence broken in several places.

The landlord also testified that pets were not permitted, but the tenant had one or more cats, which left a strong odour inside the rental unit. The landlord stated that he and his partner spent eight hours per day for four days cleaning and conducting repairs for a total of 64 hours of labour. The landlord stated that he also incurred a cost of approximately \$400.00 for materials and had an estimate of \$600.00 to replace the part of the flooring that had several burn marks.

The landlord was able to re-rent the unit for May 2009. The landlord is claiming the following:

1.	Rent for March 2009	\$900.00
2.	Loss of income for April 2009	\$900.00
3.	64 hours of cleaning and repairs @\$20/hour	\$1280.00
4.	Cost of materials	\$400.00
5.	Cost to replace flooring	\$600.00
4.	Filing fee	\$50.00
	Total	\$4130.00

Analysis

Section 45 of the *Residential Tenancy Act* states that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

In this case the tenant gave verbal notice on March 12, 2009 and moved out on April 03, 2009 without giving the landlord proper notice to end the tenancy thereby causing the landlord to suffer a loss of income for April.

In addition, the tenant did not pay rent for March 2009. In absence of evidence to the contrary, I find that the tenant owes the landlord rent for both months.

I also find that the landlord incurred a cost to clean and repair the unit after the tenant moved out and therefore is entitled to his monetary claim for labour and materials. However, the landlord has not yet replaced the flooring and has given verbal testimony of an estimate of the cost to replace the burnt flooring. Therefore, this claim of \$600.00 to replace flooring is dismissed with leave to reapply. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$3530.00. 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 **\$3530.00**

Dated July 20, 2009.

Dispute Resolution Officer