



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNDC, MNSD

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / loss of rental income, costs incurred for cleaning in the unit, and retention of the security deposit in partial satisfaction of the claim. The landlord's filing fee was waived. Both parties participated in the hearing and gave affirmed testimony. As the tenant has now vacated the unit, the landlord withdrew her earlier application for an order of possession.

Issue to be decided

- Whether the landlord is entitled to a monetary order under the Act

Background and Evidence

A copy of the residential tenancy agreement was not available to the parties at the time of the hearing, however, the parties were prepared to agree that the tenancy began on or around July 1, 2000. Rent in the amount of \$650.00 was due on the first day of the month, and a security deposit of \$325.00 was collected at the start of tenancy.

With respect to varying amounts of overdue rent for March, April and May, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 29, 2009. A copy of the notice was submitted into evidence. Subsequently, the tenant paid none of the rent outstanding for the three months, or rent that became due on June 1, 2009. The tenant vacated the unit on June 14, 2009, and the landlord stated that the unit has been re-rented effective July 1, 2009. The landlord claimed that she incurred costs in the

amount of \$100.00 for cleaning in the unit following the departure of the tenant, however, no receipts were submitted into evidence.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated May 29, 2009. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice and, indeed, the tenant vacated the unit on June 14, 2009.

In the absence of receipts in support of costs claimed by the landlord for cleaning in the unit, I dismiss that aspect of the claim.

As for the monetary order, I find that the landlord has established a claim of \$1,600.00. This is comprised of unpaid rent in 2009 as follows:

March: \$150.00 April: \$150.00 May: \$650.00 June: \$650.00

I order that the landlord retain the security deposit of \$325.00 plus interest of \$25.11, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,249.89 (\$1,600.00 – \$350.11).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,249.89**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: July 2, 2009

Dispute Resolution Officer