



# Dispute Resolution Services

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

## **DECISION AND REASONS**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, loss of income, cleaning costs and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that on May 25, 2009, she visited the rental unit to obtain information on the fire place, as requested by the insurance company and she noticed that the tenant was in the process of packing his belongings. The landlord immediately filed for dispute resolution and on May 27, 2009 served the tenant with the notice of hearing, in person at the dispute rental unit.

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**

Is the landlord entitled to a monetary order for unpaid rent, loss of income, cleaning and lock replacement costs and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on July 01, 2008 for a fixed term ending June 30, 2009. Prior to moving in, the tenant paid a security deposit of \$700.00. The monthly rent was \$1,400.00 payable on the first day of each month. The tenant moved out on May 30, 2009 without giving the landlord any notice to end the tenancy.

The landlord testified that the tenant owed rent for February 2009 in the amount of \$200.00 and failed to pay rent thereafter for the following months. The landlord stated that the tenant ran into some financial difficulties when he lost his job and promised to catch up on rent, but ran into further financial problems when his vehicle broke down and he was unable to get to his new job. The landlord had agreed to allow the tenant more time to pay the outstanding rent.

The tenant left the rental unit without cleaning it and also left behind an excessive amount of garbage. In addition, the tenant had not maintained the lawn as per the tenancy agreement and did not return the keys to the landlord. Therefore the landlord incurred an expense to clean, remove garbage, cut the grass and replace the locks.

The landlord was able to re-rent the unit for July 2009 after incurring a loss of income for the month of June. The landlord is claiming the following:

1.	Balance rent for February 2009	\$200.00
2.	Rent for March – May 20009	\$4,200.00
3.	Loss of income for June 2009	\$1,400.00
4.	Outside cleaning and garbage removal	\$808.50
5.	Inside cleaning	\$747.50
6.	Replace locks	\$211.59
7.	Filing fee	\$50.00
	Total	<b>\$7617.59</b>

### **Analysis**

Based on the undisputed sworn evidence of the landlord, I find that the tenant moved out on May 30, 2009 without giving the landlord notice to end the tenancy thereby causing the landlord to suffer a loss of income for June. Pursuant to section 45, the tenant must pay rent for June. In addition the tenant owes back rent in the amount of \$4,400.00. I find that the landlord has established a claim for unpaid rent and loss of income for a total of 5,800.00.

The landlord has filed invoices to support her claim for cleaning, garbage removal and replacing the locks. Based on this evidence and in the absence of any contradictory evidence from the Tenant, I find that the landlord has established a monetary claim for the above items for a total of \$1767.59. Since the landlord has proven her case, she is also entitled to the filing fee of \$50.00. Overall, the landlord has established a total claim of \$7617.59.

I order that the landlord retain the security deposit of \$700.00 and accrued interest of \$5.80 in satisfaction of the claim and accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$6,909.79. 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 **\$6,909.79**.

Dated September 04, 2009.

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Dispute Resolution Officer