

## **DECISION**

Dispute Codes MNR, MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for unpaid rent, loss of rent, damages to the rental unit and compensation under the Act and the tenancy agreement, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, deemed under the Act to be received five days after sending, the Tenant did not appear. The Landlord provided affirmed testimony that he tracked the registered mail and the Tenant had received and signed for it. I find the Tenant has been duly served.

The Landlords provided invoices, photographs and documents in evidence to support their claims.

### Issue(s) to be Decided

Are the Landlords entitled to the monetary compensation sought from the Tenant?

### Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlords, I find that the Tenant was served with a 10 day Notice to End Tenancy for unpaid rent for July of 2009. The Tenant informed the Landlords he was moving out and vacated the rental unit on or about July 5, 2009. The Landlords performed an outgoing condition inspection.

The Tenant failed to provide a Notice to End Tenancy as required under the Act

The uncontradicted evidence of the Landlords was that the Tenant failed to dispose of garbage at the rental unit. Shortly after the Tenant vacated the Landlords found previously frozen items, including meat and fish products, stuffed in a bag and hidden under the stairs in the rental unit. This was located due to the odour it began to emit, several days after the Tenant left.

The Landlords also found evidence that the Tenant had put motor oil down a sink in the rental unit.

The Landlords had rented the subject rental unit out for September 1, 2009. However, there was a flood in the rental unit shortly before the new occupant was to take possession. The problem forced a delay of 10 days to the new occupant. Upon inspection, a plumber found wads of newspaper in the line to the septic tank. The Landlords allege that the Tenant likely did this, as the line functioned properly throughout the tenancy and they had no problems with it until the Tenant vacated.

The Landlords have incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant, and claim as follows:

|    |                               |                   |
|----|-------------------------------|-------------------|
| a. | Unpaid rent for July 2009     | 835.00            |
| c. | Disposal of garbage           | 46.90             |
| d. | Replace broken corner molding | 10.93             |
| e. | Plumber                       | 338.24            |
| f. | Insurance deductible          | 500.00            |
| g. | Filing fee                    | 50.00             |
|    | <b>Total claimed</b>          | <b>\$2,891.07</b> |

### Analysis

Based on the affirmed testimony, uncontradicted evidence, photographs and a balance of probabilities, I find the Tenant did not clean the unit, or make necessary repairs, and this has caused losses to the Landlord. Furthermore, I find that due to the condition the rental unit was left in by the Tenant, the Landlords have suffered plumbing and insurance costs, and have established losses of rent for one month and for 10 days. Therefore, I find that the Landlords have established they are entitled to the monetary claims made here.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlords have established a total monetary claim of **\$2,891.07** comprised of the above described amounts.

I order that the Landlords retain the deposit and interest of **\$405.49** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$2,485.58**

This order may be filed in the Provincial Court (Small Claims) and enforced 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: October 28, 2009.

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Dispute Resolution Officer