



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, FF

Introduction

This matter dealt with an application by the Landlord for a monetary order for a loss of rental income, for compensation for damages to the rental unit and to recover the filing fee for this proceeding.

The Landlord served the Tenant with the Application and Notice of Hearing by registered mail on July 17, 2009. According to the Canada Post online tracking system, the hearing package was delivered on July 22, 2009. The Landlord said that the person who signed for the package is an adult who resides with the Tenant. I find that the Tenant was served with the hearing package as required under s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is the Landlord entitled to recover a loss of rental income and if so, how much?
2. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?

Background and Evidence

This month to month tenancy started on March 1, 2008 and ended on July 15, 2009 when the Tenant moved out. Rent was \$700.00 per month payable in advance on the 1st day of each month. The Landlord said that the Tenant gave him written notice on June 13, 2009 that he was ending the tenancy on July 15, 2009. The Landlord said the Tenant paid only \$350.00 for July rent.

The Landlord said the Tenant left the rental unit unclean and damaged at the end of the tenancy and also left a number of items and garbage behind. The Landlord said he did not do a condition inspection report but he provided photographs of the rental unit he said he took on July 18, 2009.

The Landlord said he discovered bed bugs in the rental unit at the end of the tenancy and had to incur expenses for an exterminator and carpet cleaning. The Landlord also said that he also incurred expenses to remove and dispose of items and garbage left behind by the Tenant. The Landlord claimed that the walls had been freshly painted at the beginning of the tenancy but were very dirty and had an excessive number of nails

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holes in them at the end of the tenancy. Consequently, the Landlord said he had to repair and paint the walls. The Landlord provided receipts in support of his claim for damages.

Analysis

Section 45(1) of the Act says that a Tenant of a month-to-month tenancy must give one clear months notice (not 30 days). Given that the Tenant gave his written notice to the Landlord on June 13, 2009, the earliest the Tenant could have ended the tenancy would have been July 31, 2009. As a result, I find that the Landlord is entitled to recover loss of rental income for one-half of July, 2009.

Section 37 of the Act says that at the end of a tenancy, the Tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover the filing fee for this proceeding as well as the following amounts for cleaning and damages that exceed normal wear and tear:

Loss of rental income	
(July 16 – 31, 2009):	\$350.00
General cleaning:	\$65.00
Garbage disposal fees:	\$58.96
Exterminator fees:	\$179.55
Paint supplies:	\$213.71
Carpet cleaning:	\$150.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$1,067.22

Conclusion

A monetary order in the amount of **\$1,067.22** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 20, 2009.

Dispute Resolution Officer