



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for damage to the rental unit, site or property and to recover the cost of the filing fee. During the hearing the landlord withdrew his application for an Order to keep all or part of the security deposit as this had been awarded at a previous proceeding.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on August 17, 2009. Each tenant was served separately. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants were deemed to be served the hearing documents on August 22, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord and his agent appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

This is a request for a monetary order for \$8951.51, for unpaid rent and damages and a request for an order for the respondent to bear the cost of the filing fee paid for this application. However since filling his application the landlord has amended the amount of the actual costs.



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Background and Evidence

This tenancy started on August 01, 2007 and ended on or about September 10, 2009 when the tenant abandoned the rental unit. This was a month to month tenancy and rent was \$1,500.00 which was due on the 1st of each month. The tenant paid a security deposit of \$1,000.00 on August 08, 2006.

The landlord served the tenant with a 10 Day Notice to End Tenancy due to unpaid rent for August, 2009. This matter was dealt with in a Direct Request Proceeding where an Order of Possession and a Monetary Order to recover rent for August, 2009 was issued to the landlord. Since that time the tenant has abandoned the rental unit and the landlord has been unable to find the tenant to serve the Monetary Order on him.

The landlord seeks to recover rent for September, 2009 to an amount of \$1,500.00 and seeks to recover unpaid utilities of \$636.51. These utilities are for 2008 and 2009 garbage and water tax which the tenant has refused to pay. The tenant has also incurred another utility bill for the same services from July 2009 to September 30, 2009 of \$58.75.

The landlord discovered that the tenant had abandoned the unit some time between September 07 and September 10, 2009. He found the tenant had broken the sewer cap and presumes this has been run over by one of the tenants' vehicles. This was replaced at a cost of \$315.00. The landlord initially thought the carpet was beyond cleaning and would have to be replaced at an estimated cost of \$4,000.00. However, since then he has managed to have the carpets cleaned at a cost of \$393.75. The tenant also left behind a large amount of garbage. The landlords' agent hired a rental truck and took four loads of garbage to the dump. The cost for the truck was \$134.18 and the dump fees were \$50.75.

The landlord has also found other damages to the rental unit but as these are ongoing he will make a separate application to recover these costs.

Analysis

In the absence of any testimony from the tenants and based on the testimony and evidence of the landlord, I find that the landlord has established his claim for unpaid rent for September, 2009 of **\$1,500.00**. The Residential tenancy Act section 26 states:

- 26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.
- (2) A landlord must provide a tenant with a receipt for rent paid in cash.
- (3) Whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord must not
- (a) seize any personal property of the tenant, or
 - (b) prevent or interfere with the tenant's access to the tenant's personal property.
- (4) Subsection (3) (a) does not apply if
- (a) the landlord has a court order authorizing the action, or
 - (b) the tenant has abandoned the rental unit and the landlord complies with the regulations.

I find the tenant also owes utilities to the landlord for 2008, 2009 and for July, August and 10 days in September, 2009 to the amount of **\$682.48**.

I find that the tenant has abandoned the rental unit on or about September 10, 2009 and did not remove his garbage from the property and this has caused losses to the landlord. I also find the



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landlord has incurred extra losses from the damage to the sewer cap and by the state the tenant left the carpets in to the amount of **\$893.68**.

As the landlord has been successful in this matter he is also entitled to recover the cost of **\$100.00** for filing this application. A monetary Order has been issued for the amount of **\$3,176.16**

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,176.16**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

I also find the landlord is entitled to pursue any additional losses incurred when any other damages have been assessed and he is at liberty to file another application.

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 05, 2009.

Dispute Resolution Officer