



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNR, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, damages and loss and, to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on August 14, 2009 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail at the address noted on the Application. A Canada Post tracking number was provided as evidence of service. T

The landlord testified that on June 12, 2009 the tenant was evicted with the assistance of a bailiff service who were informed by the tenant that she was going to live on a particular street in Victoria. The landlord had provided a professional recovery company with the tenant's place of work, her cell phone number and the street where he believed the tenant lived. The recovery company then proceeded to identify the residential location of the tenant and in a July 14, 2009 email to the landlord indicated that they had successfully located the tenant's residence in a basement suite at a specific address in Victoria.

The landlord provided a copy of the envelope as evidence of the attempt to serve the tenant. The envelope indicates that the mail was unclaimed.

I find that the tenant has been located by the landlord, with the assistance of a recovery company and that the tenant is sufficiently served with Notice of this hearing. The tenant did not attend the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent, damages and loss?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy agreement requires the tenant to pay monthly rent of \$\$1,050 on the first day of each month. The landlord stated this was a six month fixed-term tenancy. The landlord submitted evidence that the tenant was evicted by a bailiff service on June 12, 2009.

The landlord has claimed compensation as follows:

Garbage removal – dump fees	84.00
Landlord labour – dump 7.5 hours	225.00
Fuel costs	40.00
Paint supplies	45.16
Landlord labour painting & repair work 10.5 hours	315.00
Drywall & threshold repair supplies	70.65
Advertising unit	264.35
Cleaning 2 people, 2 hours each	236.25
Account Recovery – tenant location service	105.00
Unpaid June rent, loss of July rent	2,100.00
	3,485.41

The landlord stated that the tenant did not pay rent for June, 2009 and provided evidence that on June 10, 2009 he began advertising the rental unit at the same rental rate. The landlord stated that the market has become less competitive and that he was able to rent the unit again for August 1, 2009, after incurring advertising costs in the sum of \$264.35. The advertising was placed with a popular web site and the local city newspaper. The landlord stated that in July he lowered the rent to \$1,000.00 per month in order to secure good tenants.

The landlord provided photographic evidence showing garbage and damages caused by the tenant. The landlord stated that no cleaning took place and that this was likely due to the forced eviction of the tenant. The landlord testified that he completed the drywall repair, repair to a threshold and that he hauled garbage to the dump. The landlord obtained labour quotes from several local repair services and established a rate of \$30.00 per hour for his time.

The landlord stated he had attended a previous dispute resolution hearing where he was provided with the deposit in compensation for other losses.

Analysis

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$1,050.00 for June, 2009 and that the landlord has adequately attempted to mitigate his loss, as required by section 7 of the Act, by locating new tenants for August 1, 2009. Therefore, I find that the landlord is entitled to compensation for the loss of July 2009 rent in the sum of \$1,050.00.

In relation to the balance of the landlord's claim for compensation I find the landlord is entitled to the following:

Garbage removal – dump fees	84.00	84.00
Landlord labour – dump 7.5 hours	225.00	50.00
Fuel costs	40.00	0
Paint supplies	45.16	45.16
Landlord labour painting & repair work 10.5 hours	315.00	210.00
Drywall & threshold repair supplies	70.65	70.65
Advertising unit	264.35	264.35
Cleaning 2 people, 2 hours each	236.25	100.00
Account Recovery – tenant location service	105.00	105.00
	1385.41	929.16

I have accepted costs supported by receipts and adjusted the cleaning costs as the landlord has a responsibility to mitigate a loss. I find the cleaning costs claimed for four hours of cleaning at a cost of \$59.00 per hour are not reasonable. The landlord's labour costs have been adjusted as it is not unreasonable to expect the landlord to provide his own time and vehicle as part of the cost of doing business.

Therefore, the landlord is entitled to damages in the sum of \$929.16, unpaid rent in the sum of \$1,050.00 and loss of rent revenue in the sum of \$1,050.00.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.



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Conclusion

I find that the landlord has established a monetary claim, in the amount of **\$3,079.16**, which is comprised of \$1,050.00 in unpaid rent, \$1,050.00 in loss of rent revenue, \$929.16 in damages and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution and under section 67 of the Act I grant the landlord a monetary Order in that amount.

In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court 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: November 18, 2009.

Dispute Resolution Officer