



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, OPC, OPB, MNR, MND, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a monetary order for unpaid rent, for compensation for a loss of rental income and for damages to the rental unit as well as to recover the filing fee for this proceeding and to keep the Tenants' security deposit in partial payment of those amounts. At the beginning of the hearing, the Landlord advised me that the Tenants had moved out and as a result, the Landlord abandoned his application for an Order of Possession.

The Landlord said he served the Tenants with a copy of the Application and Notice of Hearing to the rental unit address by registered mail on October 9, 2009. According to the Canada Post online tracking system, both of the Tenants were delivered notice cards of the hearing packages however only one of the hearing packages was delivered to a forwarding address. I find that the Tenants were served as required by s. 89 of the Act and the hearing proceeded in their absence.

### Issues(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Is the Landlord entitled to compensation for a loss of rental income and damages to the rental unit and if so, how much?
3. Is the Landlord entitled to keep the Tenants' security deposit?

### Background and Evidence

This fixed term tenancy started on December 1, 2008 and was to expire on November 30, 2009, however it ended on or about October 13, 2009 when the Tenants moved out. Rent was \$1,000.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenants paid a security deposit of \$500.00 at the beginning of the tenancy.

The Landlord did an inspection of the rental unit on September 23, 2009 and found a number of damages to it. Consequently, on September 23, 2009, the Landlord served the Tenants with a One Month Notice to End Tenancy for Cause. The Landlord said the Tenants did not pay rent for October 2009 when it was due and as a result on October 2, 2009, he served the Tenants with a 10 Day Notice to End Tenancy for

Unpaid Rent. The Landlord claimed that rent is still in arrears for October and due to the need to make repairs, the rental unit could not be re-rented for November 2009.

The Landlord said the Tenants abandoned belongings and left garbage in the rental unit at the end of the tenancy. The Landlord also claimed that 5 doors were damaged by the Tenants had to be replaced. The Landlord further claimed that the walls were damaged and had approximately 8 – 9 large holes while a storage room had damaged walls from pets' scratches. The Landlord said the rental unit had to be treated for fleas and required carpet, drape and general cleaning. The Landlord also said the Tenants did not return their keys and other access devices at the end of the tenancy and therefore the door lock had to be replaced.

## Analysis

In the absence of any evidence to the contrary from the Tenants, I find that the Landlord is entitled to recover unpaid rent for October 2009 in the amount of \$1,000.00.

RTB Policy Guideline #3 – Claims for Rent and Damages for Loss of Rent states that a Landlord may elect to end a tenancy and sue the tenant for loss of rent. The damages to which a Landlord is entitled is an amount sufficient to compensate the Landlord for any loss of rent up to the earliest time the Tenant could have legally ended the tenancy. Section 45(2) of the Act says that a tenant of a fixed term tenancy cannot end the tenancy earlier than the date set out in the tenancy agreement as the last day of the tenancy. As a result, I find that the Tenants are responsible for compensating the Landlord for a loss of rental income for November 2009 in the amount of \$1,000.00.

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. RTB Policy Guideline #1 defines "reasonable wear and tear" as natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion." Based on the copy of the move in condition inspection report, I find that the rental unit was in good condition at the beginning of the tenancy and that any damages that existed at the end of the tenancy were caused by the Tenants. Based on the copy of the move out condition inspection report, I find that the damages in question were not the result of reasonable wear and tear and that as a result, the Tenants are responsible for compensating the Landlord for them.

Based on the uncontradicted evidence on the Landlord, I find that the Landlord is entitled to recover the following amounts for cleaning and repairs:

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Garbage removal:	\$600.00
Pest control treatment:	\$200.00
Carpet cleaning:	\$260.00
Drape cleaning:	\$135.00
General cleaning:	\$180.00
Replacement doors:	\$400.00
Wall repairs:	\$500.00
Painting:	\$300.00
Lock, keys & access devices:	<u>\$185.00</u>
	\$2,760.00

As the Landlord has been successful in this matter, he is also entitled to recover the \$50.00 filing fee for this proceeding. I order the Landlord to keep the Tenants' security deposit plus accrued interest in partial payment of the damage award. The Landlord will receive a monetary order for the balance owing as follows:

Unpaid rent – October:	\$1,000.00
Loss rent – November:	\$1,000.00
Repairs & Cleaning:	\$2,760.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$4,810.00
Less: Security deposit:	(\$500.00)
Accrued interest:	<u>(\$0.64)</u>
Balance Owing:	\$4,309.36

## Conclusion

A monetary order in the amount of **\$4,309.36** has been issued to the Landlord and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, 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: November 23, 2009.

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Dispute Resolution Officer