



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for unpaid rent, for compensation for a loss of rental income and for damages to the rental unit, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant in person on July 13, 2009 with a copy of the application and Notice of Hearing. Based on the evidence of the Landlord, I find that the Tenant was served as required by s. 89 of the Act and as a result, the hearing proceeded in the Tenant's absence. The hearing was to commence on October 28, 2009 but was adjourned to today's date and the Tenant was mailed a copy of the new Notice of Reconvened Hearing

Issues(s) to be Decided

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

Background and Evidence

This tenancy started approximately 2 years ago and ended in mid-July 2009 when the Tenant moved out. Rent was \$1,600.00 per month. The Tenant paid a security deposit of \$800.00 at the beginning of the tenancy. The Landlord claimed that the Tenant did not pay rent for May, June and July 2009.

The Landlord also claimed that the Tenant left a large quantity of garbage outside on the rental property and also abandoned a large number of personal possessions inside the rental unit. The Landlord said the carpets in the rental unit were damaged from dirt and pet urine and excrement and had to be removed and replaced with laminate. The Landlord claimed that the carpets were only 2 years old at the beginning of the tenancy.

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The Landlord said that he also incurred expenses in having the rental unit cleaned and re-painted. The Landlord claimed that part of the rental unit had been newly painted at the beginning of the tenancy and that the paint was in good condition. However at the end of the tenancy, the Landlord said the walls had writing on them and were dirty. The Landlord said he also incurred expenses for having an exterminator treat the rental unit for fleas, for replacing a broken window and changing the locks (because the Tenant did not return the keys).

In support of his claim the Landlord provided copies of photographs of the rental unit at the end of the tenancy and copies of invoices in support of his claim. The Landlord said that due to the damages left by the Tenant, he was unable to re-rent the rental unit for August 2009.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that there are rent arrears for May, June and July 2009 and award the Landlord the amount of **\$4,800.00**. I also find that the Tenant left the rental unit damaged and dirty at the end of the tenancy and that as a result the Landlord was unable to re-rent the rental unit for August and lost rental income for that month. Consequently, I find that the Landlord is entitled to compensation for a loss of rental income for August 2009 in the amount of **\$1,600.00**.

Section 32 of the Act says that a Tenant is responsible for repairing (or paying for repairs of) damages caused by her act or neglect but is not responsible for reasonable wear and tear. Based on the un-contradicted evidence of the Landlord, I find that damages to the rental unit were caused by the Tenant during the tenancy and were not the result of reasonable wear and tear. Consequently, I find that the Landlord is entitled to compensation for the following amounts:

Garbage disposal expenses:	\$509.50
Replacement of Damaged carpet:	\$1,531.75
Painting:	\$850.00
General Cleaning:	\$401.63
Exterminator fees:	\$262.50
Window and lock replacement:	<u>\$328.96</u>
Subtotal:	\$3,884.34

As the Landlord has been successful in this matter, he is also entitled to recover the \$100.00 filing fee for his application. I order the Landlord to keep the Tenant's security deposit plus accrued interest in partial payment of the unpaid rent. The Landlord will receive a monetary order for the balance owing as follows:



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Unpaid Rent:	\$4,800.00
Loss of Rent:	\$1,600.00
Damages:	\$3,884.34
Filing Fee:	<u>\$100.00</u>
Subtotal:	\$10,384.34
Less: Security deposit:	(\$800.00)
Accrued interest:	<u>(\$13.03)*</u> from Dec. 1/07
Balance owing:	\$9,571.31

Conclusion

A monetary order in the amount of **\$9,571.31** 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: December 09, 2009.

Dispute Resolution Officer