

DECISION

Dispute Codes: *MND, MNR, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, cleaning and repair costs and the filing fee.

The landlord testified that he served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. The landlord filed a tracking number that indicates that the tenant received the notice of hearing. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income, cleaning and repair costs and for the filing fee?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2009 for a fixed term ending on November 30, 2009. The rental unit was shared by co tenants FF and RD. The monthly rent was \$1700.00 payable on the first day of each month. The tenant was required to pay an additional \$100.00 each month for utilities.

The tenants agreed to pay \$850.00 each towards rent. For the months of June and July 2009, tenant RD paid his share in cash. Tenant FF paid her share by cheques which were subsequently stopped. The landlord only received half the rent for June and July.

During the month of August 2009, the landlord was informed by a relative that there was a moving truck parked outside the rental unit. The landlord visited the unit and found the tenants in the process of moving out. FF appeared to be upset and refused to talk to the landlord. She agreed to call the landlord to settle the rent issues at a later date. When attempts to contact the tenant failed, the landlord applied for dispute resolution.

The landlord testified that he found the unit in a very messy condition. The kitchen and washrooms were dirty and the whole unit was littered with incense sticks and ash. A toilet tank was broken and leaked onto the floor of the washroom and window screens were damaged. There was damage to the fir floor and the tenant left behind tires and nine bags of rotting garbage. In addition a handrail was damaged and the yard and outside plants had not been taken care of.

The landlord completed the repair work and incurred some expenses. The landlord contacted a rental agency that he had used in the past to find a tenant after the suite was repaired and cleaned up. A new tenant was found for January 01, 2010.

The landlord is claiming the following:

1.	Rent for June, July and August	\$3,400.00
2.	Loss of income for September to November	\$5,100.00
3.	Utilities for five months	\$500.00
4.	General cleaning	\$360.00
5.	Repair toilet tank and fir floor	\$600.00
6.	Trip to the dump	\$120.00
7.	Repair handrail	\$80.00
8.	Yard clean up	\$200.00
9.	Reframe screens	\$120.00
10.	Filing fee	\$100.00
	Total	\$10,580.00

Analysis

In the absence of evidence to the contrary, I find that the tenant owes the landlord rent in the amount of \$850.00 for June, \$850.00 for July and \$1,700.00 for August. In this case, the tenant was in a fixed term tenancy and moved out sometime during the month of August 2009 without giving the landlord proper notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the balance of the tenancy. I find that the landlord mitigated his losses by making efforts to re rent the unit after the repair work and cleaning was completed. Since the landlord was unable to re rent the unit until January 01, 2010, I find that the tenant is responsible for rent for the remainder of the tenancy. Accordingly, the tenant must pay the landlord rent for September, October and November. Since the tenant occupied the unit for the months of June to August, the tenant also owes the landlord utilities for three months, in the amount of \$300.00.

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the tenant caused damage to the rental unit and left it in an unsatisfactory condition. The landlord is entitled to the cost of repair and cleaning in the amounts claimed by the landlord. Since the landlord has proven his case, he is also entitled to the filing fee of \$100.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$10,380. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$10,380.00**

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: January 04, 2010.

Dispute Resolution Officer