



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord presented evidence showing that the tenant had been served with the Application for Dispute Resolution and Notice of Hearing by registered mail on October 14, 2009. The registered letter was returned to the landlord as having been refused by the tenant. I find that the landlord has complied with the service requirements under the Act and find that the tenant was properly served with notice of the claim and notice of the hearing. The hearing proceeded in the absence of the tenant.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenant was obligated to pay \$400.00 per rent each month and the landlord held a \$200.00 security deposit which was paid in February 2007. The tenancy ended on September 30 pursuant to an order of possession issued by this office. The landlord entered the unit after 1:00 p.m. on September 30 and found that the tenant had left the unit. After the order of possession was issued on September 17, the landlord tried to contact the tenant in order to set up times to show the unit to prospective tenants, but the tenant did not respond to the landlord.

Upon entering the rental unit on September 30, the landlord discovered that the tenant had failed to clean the rental unit, that a number of items required repair or replacement and that the tenant had abandoned items which needed to be disposed of. The claims for repairs, supplies and labour are set out in the following table:

Dump fee and labour	\$ 10.00
Electrical outlet covers	\$ 2.00
Door chain	\$ 2.25
Sink strainer	\$ 4.50
Sink stopper	\$ 1.56
Cleaning supplies	\$ 4.48
Smoke detector battery	\$ 1.25
Laundry fee for drapes	\$ 3.50
Kitchen cupboard knob	\$ 4.25
Labour for repairs	\$ 80.00
Carpet cleaning solution	\$ 24.61
Carpet repair	\$ 27.00
Labour for cleaning	\$ 95.00
Total:	\$260.40

The landlord testified that he was unable to re-rent the unit until mid-October due to the tenant's refusal to permit him to show the unit as well as the time spent readying the unit for occupancy. The landlord claims \$250.00 in lost income for the first half of October and the cost of advertising the rental unit. The landlord also claims \$125.00 as 5 late payment fees. The landlord maintained that the tenant paid rent late on 5 occasions, each of which was subject to a \$25.00 late payment fee pursuant to the terms of the tenancy agreement.

### Analysis

I accept the landlord's undisputed testimony and find that the tenant failed to adequately clean the rental unit at the end of the tenancy and that repairs were required which went beyond what may be considered reasonable wear and tear. I award the landlord \$260.40 for cleaning and repair costs. I find that the tenant's failure to leave the unit in a rentable condition and his refusal to permit the landlord to show the unit caused the landlord to lose one half of one month's rent. However, I find that the landlord is limited

to claiming half of what the tenant paid each month rather than half of what the new tenants are paying. I award the landlord \$200.00. I find that the tenant paid his rent late on 5 occasions and failed to pay the late payment fee which is required under the terms of the tenancy agreement. I award the landlord \$125.00. I dismiss the landlord's claim for the cost of advertising the rental unit as the landlord would have had to advertise the unit even if the tenant had given a one month notice to end the tenancy. The landlord is also awarded the \$50.00 filing fee paid to bring this application.

I have awarded the landlord a total of \$635.40. I order the landlord to retain the \$200.00 security deposit and the \$5.79 in interest which has accrued and I grant the landlord a monetary order under section 67 for the balance due of \$429.61. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

#### Conclusion

The landlord is granted a monetary order for \$429.61 and may retain the security deposit and interest.

Dated: January 15, 2010

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