

Decision

Dispute Codes:

MND, 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 damage to the rental unit, a monetary Order for unpaid rent, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Landlord stated that 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, on January 07, 2009. A Canada Post receipt with a tracking number was submitted. The Canada Post website shows the mail was delivered on January 09, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for unpaid rent; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord stated that this tenancy began on April 15, 2007. He stated that the Tenant verbally advised him near the end of October that he would be vacating the rental unit that month. He stated that he is uncertain of the exact date the Tenant vacated the rental unit, but he believes it was near the end of October or the beginning of November of 2007. He stated that the Tenant left a lot of garbage in the rental unit at the end of the tenancy, which the Landlord did not remove until the middle of the month.

The Landlord stated that the Tenant was required to pay monthly rent of \$1,100.00. He stated that the Tenant did not pay rent for September or October of 2007. He also claimed compensation for unpaid rent for November of 2007, due to the fact that the

Tenant did not give proper notice of his intent to vacate the rental unit at the end of October.

The Landlord withdrew his claims for painting and cleaning the rental unit, and he retains the right to pursue those matters at a later date.

The Landlord is seeking compensation, in the amount of \$186.34, for the cost of removing an old Datsun truck from his property. The Landlord stated that the Tenant abandoned the truck on the residential property and that he did not remove the truck even after the Landlord asked him to remove it on four occasions. The Landlord stated that he stored the truck on the residential property until he received a notice from the City of Vernon in November of 2008 advising him that the truck needed to be removed from the property. The Landlord stated that sometime near the middle of December of 2008 he advised the Tenant that he would be removing the truck, but the Tenant still did not remove the truck.

The Landlord stated that he had the vehicle towed on December 16, 2008, at a cost of \$74.34. He submitted a receipt for the towing costs. He stated that he had the vehicle crushed, at a cost of \$112.00. He stated he submitted a receipt for the cost of crushing the vehicle, however it was not in evidence before me. The Landlord was afforded the opportunity to fax the receipt to me, which was received by me on February 19, 2009.

The Landlord stated that he does not believe that the truck had any significant value, as the windows in the doors were broken, it did not operate, and it was missing a fuel pump.

Analysis

In the absence of evidence to the contrary, I find that the Tenant was required to pay monthly rent of \$1,100.00 and that he failed to pay \$1,100.00 in rent from September of 2007 and \$1,100.00 in rent from October of 2007. As the Tenant failed to pay rent, as is required by section 26(1) of the Act, I find that the Landlord is entitled to compensation in the amount of \$2,200.00.

In the absence of evidence to the contrary, I find that the Tenant failed to give the Landlord a full month's notice, in writing, of his intent to vacate the rental unit, as is required by section 45(1) of the Act. I find that the improper notice resulted in a loss of one month's revenue, and I find that the Landlord is entitled to compensation in the amount of \$1,100.00 for lost revenue from November of 2007.

I find that the Tenant failed to comply with section 32(3) of the Act when he abandoned his vehicle on the residential property at the end of the tenancy. I therefore find that the Tenant is liable from any damages that flow from his non-compliance with the Act. In

these circumstances I find that the Landlord paid \$186.34 to dispose of the vehicle, and I find that he is entitled to compensation in that amount.

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.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$3,586.34, which is comprised of \$3,300.00 in unpaid rent, \$186.34 for disposing of an abandoned vehicle and \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$3,586.34. 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.

Date of Decision: February 19, 2009.