



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 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 Tenant's security deposit in partial payment of those amounts.

The Landlord's agent said he served the Tenant with a copy of the Application and Notice of Hearing by registered mail on January 11, 2010 to a forwarding address provided by her. Based on the evidence of the Landlord, I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in the Tenant's 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 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 fixed term tenancy started on April 1, 2009 and was to expire on March 31, 2010 however it ended on or about December 17, 2009 when the Tenant moved out without notifying the Landlord. Rent was \$750.00 per month payable in advance on the first day of each month. The Tenant paid a security deposit of \$375.00 at the beginning of the tenancy.

A move in condition inspection report was completed with the Tenant on April 1, 2009. The Landlord said that approximately one month before the tenancy ended, the Tenant approached him and advised him that she had put burn holes in the dining room carpet and had damaged a bathroom door. Those damages were noted on the condition inspection report and initialled by the Tenant. The Landlord's agent did a move out inspection report without the Tenant on December 17, 2009 because the whereabouts of the Tenant were not known at that time.

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The Landlord said that the Tenant did not pay rent for December 2009 and the rental unit could not be re-rented until January 15, 2010. Consequently, the Landlord sought unpaid rent for December 2009 and a loss of rental income for January 1 – 14, 2010.

The Landlord said that the carpet in the rental unit was only 2 – 3 years old and in good condition at the beginning of the tenancy, however at the end of the tenancy there were burn holes and tears in the carpet throughout the rental unit and it had to be replaced. The Landlord also said that the counter top in the kitchen was in good condition at the beginning of the tenancy but at the end of the tenancy the laminate was melted in a number of spots and as a result, it had to be replaced.

The Landlord said that the bedroom drapes were soiled and torn at the end of the tenancy and that the living room drapes were missing so that both sets of drapes had to be replaced. The Landlord claimed that both sets of drapes were in good condition at the beginning of the tenancy. The Landlord sought to recover the cost of replacing the bathroom door which he said had a large hole in it. The Landlord also said that the Tenant did not return the keys to the rental unit or the mail box at the end of the tenancy and therefore the Landlord had to change those locks.

The Landlord also claimed \$300.00 for removing garbage and articles abandoned by the Tenant as well as \$120.00 for general cleaning.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover unpaid rent for December 2009 in the amount of **\$750.00**. 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. If a tenant ends a tenancy earlier, they may have to compensate the landlord for a loss of rental income that he incurs as a result. Consequently, I find that the Landlord is also entitled to recover a loss of rental income for January 2010 in the amount of **\$338.71**.

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. Based on the documentary and oral evidence of the Landlord, I find that the damages to the rental unit were caused by the act or neglect of the Tenant and were not reasonable wear and tear. Consequently, I find that the Landlord is entitled to recover the following amounts (most of which were supported by receipts for the repairs in question):

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|---------------------|----------|
| December 2009 rent: | \$750.00 |
| January 2010 rent: | \$338.71 |

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|--------------------------|-----------------|
| Carpet replacement: | \$1,367.00 |
| Counter top replacement: | \$550.00 |
| Drapes: | \$300.00 |
| Bathroom Door: | \$80.00 |
| Locks: | \$75.00 |
| Garbage Removal: | \$300.00 |
| General Cleaning: | <u>\$120.00</u> |
| Subtotal: | \$3,880.71 |

I also find that the Landlord is entitled to recover the \$50.00 filing fee he paid for this proceeding. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the damage award. The Landlord will receive a monetary order for the balance owing of \$3,551.75.

Conclusion

A monetary order in the amount of **\$3,555.71** 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: February 15, 2010.

Dispute Resolution Officer