

DECISION

Dispute Codes: MNR, MND, MNDC and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, loss of rent, damage to the rental unit and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on November 19, 2009, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent, loss of rent, damage to the rental unit and recovery of the filing fee for this proceeding.

Background and Evidence

This tenancy ran for approximately two years, ending on or about July 10, 2009, pursuant to a Notice to End Tenancy for unpaid rent served on April 25, 2009. The tenant had failed to move out on May 15, 2009 as agreed on a Mutual Agreement to End Tenancy signed by the tenant. Rent was \$2,200 per month and there was no security deposit.

During the hearing, legal counsel for the landlord gave evidence that, at the time the Notice to End Tenancy was served, the tenant had an accumulated rent arrears of \$11,900 to April 30, 2009 which he acknowledged in the Mutual Agreement to End the Tenancy. By written submission, the landlord had stated that the tenant had established a pattern of going for some period without paying rent, then catching up in a lump sum payment.

The landlord's counsel stated that, despite having signed the mutual agreement, the tenant did not vacate the rental unit until July 10, 2009 and left it in a state requiring substantial cleaning and remediation. While the landlord had, on the mutual agreement to end tenancy, contracted with a new tenant starting July 1, 2009, he was forced by the overholding to postpone the new tenancy to July 15, 2009 and had to pay the new tenant \$500 for additional cleaning.

On top of the accumulated arrears, the tenant paid no rent for May, June or July of 2009.

In addition, supported by copies of paid invoices, the landlord claims as follows:

Janitorial Services - \$170.50. The landlord stated the rental unit had been left in a filthy condition with unauthorized pets and the tenant smoked in the rental unit.

Power Vac Service - \$252.00. The landlord's written evidence stated that the rental unit had a severe rodent infestation which it had never had prior to the subject tenancy, requiring him to engage a power vac service to clean the ductwork.

Pool Service - \$588. According to the landlord's written submission, the rental agreement required the tenant to look after pool maintenance. However, at the end of the tenancy, a pool service provider advised the landlord that the pool had dangerous acidic and bacteria levels and required draining, cleaning and sanitizing.

Carpet Cleaning - \$200. The landlord's evidence stated that the home was severely malodorous due to pet waste.

Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due. Therefore, I find that the landlord is entitled to a Monetary Order for all of the unpaid rent up to July 15, 2009 when the new tenant moved in.

Section 32 of the *Act* imposes a duty on tenants to maintain a rental unit in a state of cleanliness and to repair any damages caused by tenants or their guests. Section 7 of the *Act* provides that either party to a rental agreement must compensate the other for any damages or loss caused by their non-compliance with the legislation or rental agreement.

On that basis, I find that the landlord is entitled to a Monetary Order for the damages as claimed.

Therefore, including recovery of the filing fee for this proceeding, I find that the tenant owes to the landlord an amount calculated as follows:

Accumulated rent arrears to April 30, 2009	\$11,900.00
May rent	2,200.00
June rent	2,200.00
July rent (to mid-month)	1,100.00
Janitorial service	170.50
Power vac service	252.00
Pool service	588.00
Carpet cleaning	200.00
Filing fee	100.00
TOTAL	\$18,710.50

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$18,710.50, enforceable through the Provincial Court of British Columbia, for service on the tenant.

March 12, 2010