

## **DECISION**

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

### **Introduction**

This application was brought by the landlord seeking a Monetary Order unpaid rent and loss of rent and the cost of cleaning the rental unit at the conclusion of the tenancy.

As a preliminary matter, the female tenant attended the hearing briefly and requested an adjournment on the grounds that she was suffering from ill health and had recently returned from the hospital.

The request for adjournment is denied for the following reasons:

1. This was a co-tenancy, and the male tenant could have attended to represent the tenants;
2. The Rules of Procedure state that an adjournment may be granted with consent of the other party if the branch is notified three days before the hearing. In this matter, the tenant did not request the consent of the landlord for adjournment.

3. The tenants were served with Notice of Hearing by registered mail sent over three months prior to the hearing, and in addition, to not requesting the adjournment in advance, they have provided no evidence in response to the application;
4. This tenancy ended in December of 2008 and the landlord was not able to bring application until a year later as the tenants left without giving notice or without providing a forwarding address or attending a move-out joint inspection.  
Therefore, I find that the landlord would be unfairly prejudiced by a further delay;
5. The primary issues of unpaid rent/loss of rent and cleaning are relatively simple matters that the tenants could have disputed with copies of receipts or cancelled cheques, copy of notice to end tenancy, or receipts to prove the unit had been cleaned, for example.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims presented based on whether the damage or losses are proven, whether they are attributable to the tenants and whether the amounts claimed are fair and substantiated.

### **Background and Evidence**

This tenancy began on August 1, 2008 under a fixed term rental agreement set to end on April 30, 2009. Rent was \$2,000 per month and the landlord holds a security deposit of \$1,000 paid on or about July 30, 2008.

During the hearing, the landlord gave evidence that the tenants had been served with a Notice to End Tenancy on December 22, 2009 for non payment of the rent for December 2008. In serving that notice, the landlord discovered that the tenants had moved without giving notice and without providing a forwarding address.

The landlord was unable to find new tenants for the brief period the rental unit would have been available due to their plans to occupy the rental building in the spring. Therefore, the landlords seek to recover the loss of rent for January 2009 but waive their claim for the balance of the fixed term agreement.

The landlords submitted numerous photographs in support of their claim for general cleaning at \$550 and carpet cleaning at \$250.

## **Analysis**

**Unpaid rent - \$2,000.** In the absence of any evidence to the contrary, I accept the evidence of the landlord, supported by copy of the Notice to End Tenancy of December 22, 2008, that the tenants did not pay the rent for December 2008. This claim is allowed in full.

**Loss of Rent - \$2,000.** Given that the tenants left the rental unit without having given notice in the middle of the holiday season, and as illustrated by photographic evidence, the rental unit needed considerable attention before it could be offered to the market, and given that the tenants breached the fixed-term rental agreement by leaving early, I find that the landlord is entitled to loss of rent for January 2009 pursuant to section 7 of the *Act*.

**General Cleaning - \$550.** The landlord and the landlords' agent gave evidence that they had paid professional cleaners \$550 to do the general cleaning, but the receipt has gone missing. They state that while the claim appears high, they note that the rental unit was 3,000 square feet. Based on photographic evidence and industry norms, I reduce this claim to \$175.

**Carpet Cleaning - \$250.** Again, the landlords do not have the receipt for this claim, but based on the photographic evidence submitted and guided by the lower end of industry norms, I reduce the award on this claim to \$150.

**Filing fee - \$100.** Having found substantial merit in the landlords' claims, I find that they should recover the filing fee for this proceeding from the tenants.

Including authorization to retain the security deposit in set off against the balance owed, I find that the tenants owe to the landlords, an amount calculated as follows:

Rent for December 2008	\$2,000.00
Loss of rent for January 2009	2,000.00
General cleaning	175.00
Carpet cleaning	150.00
Filing fee	100.00
Sub total	\$4,425.00
Less retained security deposit	- 1,000.00
Less interest (July 30, 2008 to date)	- 6.35
<b>TOTAL</b>	<b>\$3,418.65</b>

## **Conclusion**

In addition to authorization to retain the security deposit with interest, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$3,418.65, for service on the tenants.

April 12, 2010