



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, ERP, RP, LRE, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and orders that the landlords perform repairs, suspending the landlords' right to enter the unit and permitting the tenant to reduce rent. The landlords made a cross-application for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlords participated in the conference call hearing but the tenant did not. The landlords testified that they personally served the tenant with their application for dispute resolution and notice of hearing on September 28. I found that the tenant had been properly served with notice of the landlords' claim against him and the hearing proceeded in his absence.

As the tenant did not appear at the hearing to advance his claim, the claim is dismissed without leave to reapply.

### Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

### Background and Evidence

The landlords' undisputed testimony is as follows. The tenancy began on August 1, 2010 and ended in mid-September when the tenant vacated the rental unit pursuant to a 10 day notice to end tenancy for unpaid rent. The tenant paid an \$825.00 security deposit and rent was set at \$1,650.00 per month.

The tenant failed to pay \$650.00 of his rent in the month of September. The landlords served the tenant with a notice to end tenancy and immediately began advertising the rental unit but were unable to find new tenants as of the date of the hearing. The landlords seek to recover rental arrears as well as \$1,650.00 in lost income for the month of October.

The tenant was responsible to cut the lawn during the tenancy but failed to do so. After repeatedly requesting that he cut the lawn, the landlord hired a lawn care service to cut the lawn on two occasions at a cost of \$70.00 per cut.

The tenant failed to clean the rental unit at the end of the tenancy and the landlords spent approximately 15 hours cleaning. The landlords seek \$150.00 in compensation for the time spent cleaning.

The tenant failed to clean carpets at the end of the tenancy. The landlords testified that the tenant seemed to have worn shoes in the unit and that the carpets required cleaning. The landlords seek to recover \$150.00 for carpet cleaning.

The tenant left behind some of his belongings, including furniture, in the rental unit at the end of the tenancy. The landlords seek to recover \$150.00 as the cost of removing the tenant's belongings.

The landlords seek to recover the \$50.00 filing fee paid to bring their application.

### Analysis

I accept the landlords' undisputed testimony and find that the tenant failed to pay \$650.00 of his rent in September and caused the landlords to lose rent for the month of October. I award the landlords \$2,300.00 in rental arrears and lost income. I find that the tenant failed to cut the lawn and caused the landlords to incur \$140.00 in charges. I award the landlords \$140.00. I find that the tenant failed to clean the rental unit and carpets and failed to remove all of his belongings. I award the landlords \$450.00 for

those costs. I find that the landlords are entitled to recover the filing fee for this application and I award the landlords \$50.00.

Conclusion

The landlords have been awarded a total of \$2,940.00. I order the landlords to retain the \$825.00 security deposit in partial satisfaction of the claim and I grant the landlords a monetary order under section 67 for the balance of \$2,115.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: October 08, 2010

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Dispute Resolution Officer