



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by the method ordered in a substitute service order, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$3430.00.

### Background and Evidence

The applicant testified that:

- The tenant failed to pay September 2010 rent in the amount of \$2650.00, and vacated without notice.
- He found the rental unit vacant on September 13, 2010.

- The tenant also left the rental unit in need of extensive cleaning and the estimated it would cost approximately \$200.00 to have the rental unit cleaned however it actually cost \$369.00.
- The tenant also failed to refill the propane bottles for the barbecue and he had to have that refilled.
- The tenant also cause a significant amount of damage to the rental unit and furnishings and he originally had estimated that it would cost approximately \$500.00 to repair that damage however the actual costs were approximately \$1045.76.

The applicant is therefore requesting an order for the full amount originally claimed, as follows:

Lost rental revenue for September 2010	\$2650.00
Propane costs	\$30.00
Damages	\$500.00
Filing fee	\$50.00
Total	\$3430.00

### Analysis

It is my decision that the landlord has established the full amount claimed against the tenant.

The Residential Tenancy Act requires that a tenant give one clear month notice to end tenancy, and if a tenant fails to do so the tenant is liable for any lost rental revenue that results.

The Residential Tenancy Act also requires that a tenant maintains the rental property in a reasonable state of cleanliness and repair and if a tenant fails to do so they are liable for any costs resulting.

In this case it is my decision that the landlord has shown that the tenant left the rental unit in need of extensive cleaning and repairs, the cost of which exceeded the amount claimed by the landlord. Therefore I allow the full amount claimed for cleaning and repairs.

I also allow the landlords claim for the filing fee.

### Conclusion

I have allowed the landlords full claim and have issued a monetary order in the amount of \$3430.00.

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: January 27, 2011.

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Residential Tenancy Branch