



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, FF

Introduction

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

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$5,211.31 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- There was a biohazard incident in the tenant's rental unit due to blood contamination from an attempted suicide and as a result a biohazard cleanup was required.
- They received an Order of Possession, however because the respondent was incarcerated at the time, they had to pay a moving company to have his belongings packed and stored.

- The tenant was short on his rent for the month of August by \$5.00.
- The tenant paid no rent or parking fees for the month of September 2010 however his belongings were still in the unit until the end of that month and therefore they lost the full rental revenue and parking fee for that month.

The applicants are therefore requesting an order as follows:

Invoice for biohazard cleanup	\$1305.31
Rent outstanding for August 2010	\$5.00
Lost parking revenue for September 2010	\$20.00
Lost rental revenue for September 2010	\$835.00
Filing fee	\$50.00
Total	\$5215.31

The tenant testified that:

- The landlords did give him a Notice to End Tenancy for non-payment of rent, however he informed the landlords that he would pay that rent as soon as possible and in fact it was paid before the end of August 2010.
- He believes that since the landlords knew he was going to pay the outstanding rent there was no reason for them to proceed with a request for an Order of Possession.
- Had the landlords not proceeded with the Order of Possession he would have paid the rent for September 2010 as well as the parking fee.
- Also had the landlords not proceeded with the order possession there would have been no need to pack and store his belongings.
- He admits there was an incident at his rental unit which had resulted in a large amount of blood; however he denies ever receiving a biohazard invoice, and also questions whether or not the landlords could have claimed this incident on their insurance.

Analysis

It is my decision that I will allow the full amount claimed by the landlords.

The biohazard incident was caused by the tenants actions, and as a result the landlords had to pay for a biohazard cleanup, therefore the tenant is liable for that cost.

The tenant was given a valid 10 day Notice to End Tenancy for non-payment of rent, and although the majority of the rent was eventually paid it was not paid within the five day grace period and therefore the landlord still had the right to end the tenancy. Therefore since the end of this tenancy was the result of the tenant's failure to pay the full rent **on time**, the tenant is liable for any loss that results. Therefore since the tenant's belongings were not out of the rental unit until the end of September 2010, the tenant is liable for the lost rental and parking revenue for September 2010.

Since I have allowed the landlords full claim, it is also my decision that the tenant must bear the cost of the \$50.00 filing fee.

Conclusion

I have issued an order for the tenant to pay \$5,215.31 to the landlord.

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 23, 2011.

Residential Tenancy Branch