



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MNR, MNDC, MNSD, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rental arrears and loss of rent, cleanup, late fee and reimbursement for travel and the fee paid to file this application

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on November 15, 2010, and confirmed as received, the Tenant did not appear.

Issue(s) to be Decided

The landlord was seeking a monetary order for \$1,918.26 plus \$50.00 for filing.

The issues to be determined based on the testimony and the evidence are whether the landlord is entitled to monetary compensation under section 67 of the *Act* for rental arrears, loss of rent, late fees and cleaning.

Background and Evidence

The landlord testified that the tenancy started on March 2, 2010 and ended on October 3, 2010. The rent was \$750.00 per month and a security deposit of \$375.00 was paid. The landlord submitted into evidence a copy of the tenancy agreement, copies of communications, receipts, invoices, photographs, phone records and proof of service.

The landlord testified that the tenant gave late notice to move effective at the end of September 2010 and failed to pay rent for the month of September. The landlord is seeking \$750.00 for the rent owed and \$25.00 for the late fee pursuant to the tenancy agreement. According to the landlord, the tenant remained in the unit until October 3, 2010 and failed to pay \$750.00 rent for October. The landlord testified that the unit was not re-rented until November 1, 2010 and the landlord is seeking \$750.00 for loss of rent.

Although there was no move-in or move-out condition inspection report, the landlord was also claiming \$300.00 for cleaning, garbage removal and repairs. The landlord stated that she also incurred additional travel costs to manage the rental unit.

Analysis

Section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement and section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

Based on the testimony and evidence of the landlord, I find that the landlord has established total monetary claim of \$1,725.00 comprised of \$1,500.00 rent and loss of rent, \$25.00 late fee, \$150.00 for the clean-up and the \$50.00 fee paid by the Landlord for this application. I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim leaving a balance due of \$1,350.00.

Conclusion

Based on the testimony and evidence presented during these proceedings, I hereby grant the landlord a monetary order under section 67 of the *Act* for \$1,350.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: March 2011.

Residential Tenancy Branch