



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, costs of cleaning and for the filing fee. The landlord also applied to retain the security deposit.

The landlord served the notice of hearing on the tenant by registered mail and filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, cleaning and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started in November 2009. The rent was \$800.00. The tenant paid the rent in two instalments of \$400.00 each. Prior to moving in, the tenant paid a security deposit of \$400.00. The rental unit is a trailer which has 850 square feet of living space. The landlord resides at a distance from the rental unit.

The tenant failed to pay rent for November 2010. The landlord kept in touch with the tenant by email and reminded the tenant that rent was overdue. On November 24, 2010, the tenant informed the landlord by text that he had left town because he did not have money to pay rent. The landlord contacted the neighbour who informed her that she had not seen any sign of the trailer being inhabited.

The landlord visited the trailer a week after the tenant reported that he had moved out and found the trailer filled with the tenant's belongings. After trying to contact the tenant several times, the landlord removed the tenant's items. The unit was not clean and the landlord incurred costs to have the unit cleaned.

The landlord stated that she advertised the availability of the unit but was unable to find a tenant for the entire season.

The landlord is claiming the following:

1.	Unpaid rent for November 2010	\$800.00
2.	Loss of income for December 2010	\$800.00
3.	Cleaning	\$950.00
4.	Dump fees	\$42.25
5.	Advertising	\$75.00
6.	Cleaning supplies	\$5.29
7.	Pumping waste	\$252.00
8.	Filing fee	\$50.00
	Total	<b>\$2,974.54</b>

The landlord has filed photographs and invoices for all the above claims.

### **Analysis**

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the undisputed testimony of the landlord, I find that the tenant did not pay rent for November 2010 and did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of December 2010. Accordingly, I find that the landlord is entitled to \$800.00 for rent for November 2010 and \$800.00 for the loss of income for December.

The landlord filed photographs of the condition of the unit after the tenant moved out. She also filed two invoices for cleaning for a total amount of \$950.00. The invoices do not provide any detail on the number of hours worked or the hourly rate. Based on the size of the unit and its condition as depicted in the photographs, I find that it is appropriate to award the tenant 25 hours of cleaning at \$20.00 per hour for a total of \$500.00.

I find that the landlord is entitled to the dump fees and the cost of cleaning supplies. Since the tenancy was not a fixed term tenancy and I have awarded the landlord the loss of income she suffered in December 2010, I find that the landlord is not entitled to the cost of advertising which is simply the cost of doing business as a landlord.

The invoice for pumping waste is for work done in November 2010. The landlord stated that the company informed her that there were items in the sewage system that caused it to clog. The landlord has not filed any evidence to indicate that the tenant was responsible for putting inappropriate items into the sewage system or that this was not part of routine maintenance. Therefore the landlord's claim for \$252.00 is dismissed.

The tenant has established most of her monetary claim and therefore is entitled to the recovery of the filing fee.

Overall, the landlord has established a claim as follows:

1.	Unpaid rent for November 2010	\$800.00
2.	Loss of income for December 2010	\$800.00
3.	Cleaning	\$500.00
4.	Dump fees	\$42.25
5.	Advertising	\$0.00
6.	Cleaning supplies	\$5.29
7.	Pumping waste	\$0.00
8.	Filing fee	\$50.00
	Total	<b>\$2,197.54</b>

I order that the landlord retain the security deposit of \$400.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,797.54. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$1,797.54**.

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: July 27, 2011.

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Residential Tenancy Branch