

DECISION

Dispute Codes: MNR; MND; MNSD; FF

Introduction

This is the Landlord's application for a monetary award for unpaid rent, loss of revenue and damages to the rental unit; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agent PA testified that the Notice of Hearing documents were handed to the Tenant, in person, on July 24, 2011. The Landlord provided a certificate of service in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents on July 24, 2011. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent for the month of June and loss of revenue for the month of July, 2011?
- Is the Landlord entitled to a monetary award for the cost of cleaning the rental unit and removing garbage at the end of the tenancy?

Background and Evidence

This month-to-month tenancy began on November 1, 2009. Monthly rent was \$645.00 per month, due the first day of each month. In addition to rent, the Tenant paid parking fees in the amount of \$7.50 per month. The Tenant paid a security deposit in the amount of \$322.50 on October 28, 2009. The Landlord provided a copy of the tenancy agreement in evidence.

The Landlord's agent PA gave the following testimony and evidence:

The Landlord's agent testified that on June 6, 2010, the Landlord's agent served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit. A copy of the Notice was provided in evidence.

The Landlord's agent stated that the Tenant has not been seen at the rental unit since June 15, 2011 and that the Tenant abandoned the rental unit without cleaning it. The Landlord's agent testified that the Tenant also left garbage at the rental unit. The Landlord provided a copy of the move-out Condition Inspection Report in evidence.

The Landlord is seeking loss of revenue for the month of July, 2011, because the rental unit was not re-rented until August 1, 2011.

The Landlord' agent requested a monetary award, calculated as follows:

Unpaid rent and parking for June 1, 2011	\$652.50
Loss of revenue (rent and parking fee) for July, 2011	\$652.50
Cost to clean carpets, remove garbage, clean suite	<u>\$200.00</u>
TOTAL AMOUNT CLAIMED	\$1,505.00

Analysis

Section 90 of the Act deems service by posting on a tenant's door to be effected three days after posting the document. Based on the undisputed testimony of the Landlord's agent, I find that the Tenant received the Notice to End Tenancy on June 9, 2011. I accept the Landlord's evidence that the Tenant did not pay rent or parking fees for the month of June, 2011, and grant this portion of the Landlord's application in the amount of **\$652.50**.

I find that the Landlord is entitled to loss of rental revenue for the month of July, 2011, because any notice given by the Tenant during the month of June would not end the tenancy until the end of July, 2011. The Landlord provided a copy of an invoice for advertising the rental unit in two local newspapers, and I find this proof of the Landlord's attempt to mitigate their loss of revenue. I find that the Landlord is entitled to loss of revenue with respect to the rent, but not the parking fee and grant this portion of the Landlord's application in the amount of **\$645.00**.

I find the amount claimed by the Landlord for the Landlord's agent's labour and materials in cleaning, garbage removal and shampooing the carpets in the rental unit to be reasonable and grant this portion of the Landlord's claim in the amount of **\$200.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I find that the Landlord is entitled to a Monetary Order against the Tenant, calculated as follows:

Unpaid rent and Loss of revenue	\$1,497.50
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,547.50
Less security deposit	<u>- \$322.50</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,225.00

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$1,225.00** for service upon the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (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: October 27, 2011.

Residential Tenancy Branch