



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

The landlord testified that he served the tenant with the notice of hearing by registered mail to the address provided by the tenant. 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, the cost of cleaning and repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2008 and ended on September 19, 2011, pursuant to a ten day notice to end tenancy for non payment of rent. The monthly rent was \$650.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$325.00

The landlord stated that the tenant failed to pay rent for September and moved out on September 19, leaving the unit in a very messy condition that required cleaning and repairs to the walls, floor and fireplace mantle. The landlord filed photographs of the condition of the unit to support his testimony. The landlord stated that he started looking for a tenant immediately after the tenant moved out, but was unsuccessful in finding a tenant for October.

The condition of the unit also contributed to this lack of success. The landlord had the unit cleaned and repaired and found a tenant for November 01, 2011. The landlord is claiming rent for September and loss of income for October. The landlord is also claiming \$150.00 for the cost of cleaning, \$300.00 for the cost of repairs, \$100.00 for an unpaid loan and \$50.00 for the filing fee.

Analysis

Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for September 2011. The tenant also moved out on September 19, leaving the unit in a condition that it could not be rented out. After cleaning and repairs the landlord was only able to find a tenant for November 01, 2011 thereby causing the landlord to suffer a loss of income for the month of October. Therefore, I find that the landlord is entitled to rent and loss of income for both months, in the total amount of \$1,350.00.

Based on the undisputed testimony of the landlord and the photographs filed into evidence, I find that the landlord has established a claim for \$150.00 for cleaning and \$300.00 for repairs. In the absence of sufficient evidence to prove that the tenant agreed to pay the landlord \$100.00 that the landlord loaned to him, I dismiss this claim. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,800.00. I order that the landlord retain the security deposit of \$325.00 and the accrued interest of \$2.45 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,472.55. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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Conclusion

I grant the landlord a monetary order of **\$1,472.00**.

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: December 14, 2011.

Residential Tenancy Branch