



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid utilities, loss of income, costs for cleaning and repairs and for the filing fee. The landlord also applied to retain the security deposit. The tenant applied for the return of the security and pet deposits, for compensation for loss under the *Act* and for the filing fee.

The landlord served the notice of hearing and an evidence package by registered mail and filed tracking numbers for both packages. Despite having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend this hearing, his application is dismissed without leave to reapply.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid utilities, loss of income, cleaning and repair costs and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on September 07, 2011. The rent was \$900.00 and did not include utilities. Prior to moving in, the tenant paid security and pet deposits totalling \$900.00. On September 30, 2011, the tenant gave verbal notice to end the tenancy and moved out on October 31, 2011.

The landlord stated that the tenant kept the unit in a dirty condition. The landlord requested the tenant to clean up the mess so that he could show the unit to prospective tenants. The tenant did not do so. After the tenant moved out he left the unit in an unrentable condition. The landlord filed photographs that depict the condition of the unit at the end of tenancy. The photographs show considerable damage to the walls, doors and patio door. The photographs also show that the carpet and appliances were not cleaned by the tenant prior to moving out.

The landlord is claiming the cost of repairs but has not filed any evidence by way of invoices to support his claim. The landlord is also claiming the cost of utilities (\$267.00), cleaning (\$200.00), loss of income (\$900.00) and the filing fee (\$50.00).

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the landlord suffered a loss of income due to the tenant ending the tenancy without proper notice. In his application, the tenant has agreed that he owes \$267.00 towards utilities.

Based on the photographs filed into evidence by the landlord, I find that the landlord is entitled to his claim of \$200.00 for cleaning costs. Since the landlord has proven his claim, he is also entitled to the recovery of the filing fee.

Overall, the landlord has established a claim as follows:

1.	Loss of income for November 2011	\$900.00
3.	Cleaning	\$200.00
4.	Filing fee	\$50.00
	Total	<b>\$1,417.00</b>

I order that the landlord retain the security and pet deposits of \$900.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$517.00. 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 **\$517.00**

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: March 01, 2012.

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Residential Tenancy Branch