



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords application for a Monetary Order for damage to the unit, site or property; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on April 26, 2012. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

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Background and Evidence

The landlord testifies that this tenancy started on February 01, 2012 and ended sometime around April 16, 2012. Rent for this unit was \$1,000.00 per month and was due on the first day of each month in advance.

The landlord testifies that there was a previous hearing where the landlord had applied for an Order of Possession and a Monetary Order for unpaid rent. This hearing was held on April 16, 2012. An Order of Possession was issued to the landlord and a Monetary Order for unpaid rent for February, March and April, 2012. The landlord served these Orders upon the tenant on April 20, 2012. Although the tenant had vacated the rental unit the tenant had not removed his belongings from the unit.

The landlord testifies that the tenant kept saying he would come and collect his belongings but then never turned up. The landlord testifies that she sent the tenant a letter in regard to his abandoned belongings and informed the tenant that the landlord would deal with the tenant's belongings in accordance with the regulations. The landlord states the tenant again informed the landlord that he would come and collect his belongings but again failed to turn up.

The landlord deemed the tenants belongings to have a monetary value of less than \$500.00 so the landlord removed and disposed of the tenants belongings in accordance to the regulations. The landlord seeks to recover the costs incurred for recycling two mattresses to the sum of \$28.00.

The landlord seeks to recover a loss of rent for May, 2012 of \$1,000.00 as the landlord could not re-rent the unit because of the tenants belongings remaining in the unit and

the fact that the tenant kept promising to come and remove them. The landlord testifies that the tenant had also left the rental unit in an unclean and unsanitary condition and the landlord had to pay the sum of \$194.00 to a cleaning company to clean the unit. The landlord has provided receipts for the mattress recycling and the cleaning companies work.

Analysis

I have carefully considered all the evidence before me, including the undisputed sworn testimony of the landlord. I refer the parties to s. 32(2) of the *Act* which states:

A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

This requires that a tenant leaves a rental unit in a reasonable clean and sanitary condition at the end of the tenancy. If the tenant fails to do so then the landlord is entitled to recover any costs incurred in cleaning the unit. Consequently I find the tenant failed to leave the rental unit in a clean and sanitary condition when the tenant vacated the rental unit and the landlord is therefore entitled to recover the cleaning costs of \$194.00 and the costs to dispose of the tenant's mattresses of \$28.00. A monetary award has been issued for **\$222.00** pursuant to s. 67 of the *Act*.

With regard to the landlords claim for unpaid rent I refer the parties to the Residential Tenancy Policy Guidelines #3 which state, in part,

Even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

The landlords undisputed testimony claims that the tenant failed to clean the unit and did not remove his belongings from the unit. The landlord could have treated the tenant's belongings as abandoned however the tenant repeatedly told the landlord he was coming to collect his belongings. Consequently, I find the landlord gave the tenant the opportunity to collect his belongings before the landlord deemed the tenants belongings to be abandoned and then the landlord removed the tenant's belongings in accordance with part five of the Residential Tenancy Regulations. The landlord then had to have the unit cleaned before it could be re-rented. I therefore find the landlord has established her claim to recover a loss of rent for May, 2012 and a monetary award has been issued to the landlord for **\$1,000.00** pursuant to s. 67 of the *Act*.

As the landlord has been successful with her claim I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following sum:

Cleaning and disposal of mattresses	\$222.00
Loss of rent	\$1,000.00
Filing fee	\$50.00
Total amount due to the landlord	\$1,272.00

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,272.00**. The order must be served on the respondent and is enforceable through the Provincial Court 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: June 22, 2012.

Residential Tenancy Branch