



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement, and to recover the RTB filing fee. At the outset of the hearing, the landlord advised that the tenant has vacated the rental unit and so he withdraws his application for an order of possession.

The landlord attended the teleconference hearing and gave affirmed evidence. The tenant did not attend. The landlord gave evidence that he personally served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution on February 12, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

Background and Evidence

The landlord provided a copy of the tenancy agreement which indicates that the tenant was obligated to pay \$1,200.00 rent per month. The tenant also paid a security deposit of \$600.00.

The landlord gave evidence that he personally served the tenant with a Notice to End Tenancy for Unpaid Rent (the "Notice") on February 2, 2014. The Notice states the tenant failed to pay \$1,400.00 that was due on February 1, 2014. The landlord's evidence is that the tenant failed to pay \$200.00 of her January rent and \$1,200.00 of her February rent.

The landlord's evidence is that the tenant made no further payments after she received the Notice, and she vacated the rental unit in the first week of March.

The landlord gave evidence that the tenant left behind holes in the walls and a large quantity of garbage. The landlord's evidence is that he had to clean and repair the rental unit before showing it to new prospective tenants, and he suffered a loss of rental income for the month of March 2014. The landlord found new tenants for April 1, 2014.

The landlord gave evidence that he is a tradesman so he repaired the rental unit himself. His evidence is that he spent two days repairing the rental unit, and experienced a loss of two days wages because he was not available to do paid work for his customers. The landlord's evidence is that his day rate is \$300.00 per day, and he claims a loss of \$600.00 for the time spent repairing the unit. The landlord's evidence is that he also paid \$250.00 for materials including drywall supplies and paint.

The landlord's evidence is that the tenant left behind two truckloads of garbage. His evidence is that he experienced a loss of one day's wages because he was not available to do paid work for his customers. The landlord claims a loss of \$300.00 for the time spent hauling away garbage, as well as \$45.00 in gas and \$55.00 for dump fees.

The landlord's claim is:

Unpaid rent (\$200 January, \$1,200 February, \$1,200 March)	2,600.00
Repair to walls (labour)	600.00
Repair to walls (material)	250.00
Removal of garbage (labour)	300.00
Removal of garbage (gas, dump fees)	100.00
Filing Fee	<u>50.00</u>
<i>Total claim:</i>	<i>\$3,900.00</i>

Analysis

I accept the landlord's evidence that the tenant failed to pay \$200.00 rent for January 2014 and \$1,200.00 rent for February 2014. I find the landlord has also proven his claim for loss of rental income for the month of March 2014 because the tenant did not vacate the rental unit until early March and the tenant left behind garbage and damage that had to be addressed before the unit could be re-rented. I find the landlord is entitled to his claim for \$2,600.00 in unpaid rent.

I accept the landlord's evidence that the tenant left behind damage to the walls of the rental unit that required two days' work to repair, and a quantity of garbage that required one days' work to dispose of. I find the landlord is entitled to the costs of repair and removal of garbage. I find that the landlord's fee of \$300.00 per day is a reasonable fee for such services. For these reasons, I find the landlord is entitled to his claims for labour and material for the repair and removal work. The landlord is also entitled to recover his RTB filing fee of \$50.00.

The total due the landlord is \$3,900.00. I order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3,300.00. 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 for \$3,300.00. The landlord is also entitled to retain the security deposit.

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: April 11, 2014

Residential Tenancy Branch

