



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF, O

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit, to recover the filing fee for this proceeding and for other considerations.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by email after receiving a substitute method of service order from the Residential Tenancy Branch. The Order was dated December 23, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Are there other losses or damages and is the Landlord entitled to compensation?
6. Is the Landlord entitled to keep the Tenant's security deposit?
7. What other considerations are there?

Background and Evidence

This tenancy started on September 1, 2011 as a month to month tenancy. Rent was \$650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$325.00 in advance of the tenancy. The Landlord said the Tenant moved out of the rental on January 30, 2012 without proper notice. As a result the

Landlord requested to amend his application to include lost rental income for February, 2012 in the amount of \$650.00.

The Landlord said that the Tenant did not pay rent of \$650.00 for January, 2012. In addition to unpaid rent the Landlord said he is claiming for the cost of cleaning in the amount of \$400.00 and the cost of making repairs to the rental unit in the amount of \$262.50. The Landlord submitted a detailed statement of the time spent repairing items in the unit. The Landlord's evidence shows 6.5 hours repair work and 1 hour disposing of furniture and garbage at \$35.00 per hour. The Landlord said he is a contractor and this is a fair wage for his services and skills. The repair costs the Landlord is claiming is 7.5 hours at \$35.00 per hour for an amount of \$262.50. As well the Landlord said his wife cleaned the rental unit and submitted an itemized list of her cleaning work. The total cleaning costs are \$400.00. The Landlord said his wife did the cleaning at \$20.00 per hour and it took 20 hours. The Landlord said his total claim is for \$1,300.00 in unpaid rent, \$662.50 for repairs and cleaning and the \$50.00 filing fee for this proceeding for a total claim of \$2,012.50.

The Landlord submitted 19 photographs showing the condition of the rental unit to support his claims.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent for January 2012 in the amount of \$650.00.

Further section 45 of the Act says a Tenant may end a periodic term tenancy least one month prior to the date that rent is payable or with the agreement of the Landlord and it must be in writing. Consequently the Tenant did not give the Landlord proper notice to end the tenancy and therefore I award the Landlord lost rental income for February, 2012 in the amount of \$650.00.

In addition I accept the Landlord's testimony that there were damages and losses caused by the Tenant and the costs were reasonable amounts to make repairs to the unit. I accept the Landlord's hourly rate of \$35.00 as a skilled contractor to make repairs and the hourly rate of \$20.00 for cleaning. I award the Landlord a total of \$262.50 for damages and losses.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 650.00
	Lost rental income	\$ 650.00
	Repairs	\$ 262.50
	Cleaning	\$ 400.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$2,012.50
Less:	Security Deposit	\$ 325.00
	Subtotal:	\$ 325.00
	Balance Owing	\$ 1,687.50

Conclusion

A Monetary Order in the amount of \$1,687.50 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: May 06, 2014

Residential Tenancy Branch

