



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MND, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for reimbursement for rental arrears, loss of revenue, cleaning costs, carpet cleaning, repairs, yard cleanup and garbage removal.

Despite being served by registered mail sent on June 13, 2014, and verified with the Canada Post tracking number, the respondent did not appear.

Issue(s) to be Decided

Is the landlord is entitled to monetary compensation for rent and damages?

Background and Evidence

The tenancy began on May 1, 2014 and rent was \$1,650.00. The security deposit and pet damaged deposit have already been awarded to the landlord at a previous hearing for unpaid rent owed prior to March 2014 and no deposits are currently being held by the landlord. A copy of the tenancy agreement, copies of receipts and proof of service had been submitted into evidence.

The landlord testified that the tenant stayed in the unit during the months of March and April 2014, without paying rent and the landlord claims \$3,300.00 plus \$50.00 late fees.

The landlord testified that the tenant moved out on May 1, 2014 and vacated without leaving the unit reasonably clean. The landlord testified that the landlord incurred costs of \$100.00.00 for general cleaning, \$175.35 to clean the carpets, \$276.00 for yard cleanup and disposal, \$88.20 locksmith fees, \$141.75 for a fireplace repair and \$1,650.00 loss of revenue for the month of May 2014.

The landlord provided invoices and proof of payment for all of the claimed costs. The total claim is for \$5,781.30 plus the \$100.00 cost of the application.

Analysis

With respect to the rent and late payments owed in the amount of \$3,350.00, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Through testimony from both parties it has been established that the tenant did not pay the rent when it was due.

Therefore, I find that the landlord is entitled to \$3,350.00 for rent and late fees.

With respect to the cleaning claims, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

In this instance, I find that the tenant did not comply with section 37 of the Act and that cleaning and repair costs were incurred for which the landlord is entitled to be compensated in the amount of \$100.00 for cleaning, \$175.35 for carpet cleaning, \$276.00 for yard clean-up and garbage disposal, \$88.20 for locksmith costs and \$141.75 to repair the fireplace.

I also accept the landlord's testimony that they incurred a loss of revenue of \$1,650.00 for the month of May 2014, as the unit was not fit for rental immediately after the tenant vacated, due to the condition.

Given the above, I find that the landlord has established a total monetary claim of \$5,781.30 and the \$100.00 paid for this application.

I hereby grant the Landlord an order under section 67 for \$5,881.30. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

Conclusion

The landlord is successful in the application and is granted a monetary order.

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: October 16, 2014

Residential Tenancy Branch

