



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent 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*; served by registered mail on February 19, 2015. Canada Post tracking numbers were provided by the landlord in 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 unpaid rent?

Background and Evidence

The landlord testified that this tenancy started on November 01, 2013 with the tenant and her son. Rent for this unit was \$1,000.00 per month due on the first of each month.

The landlord testified that in August, 2014 the tenant only paid \$300.00 of the rent leaving a balance owed of \$700.00. In September, 2014 the tenant paid \$700.00 towards the rent leaving a balance owed of \$300.00. No rent was received for October, November and December, 2014 or for January, and February, 2015. The total amount of outstanding rent is now \$6,000.00.

The landlord testified that he served the tenant with a 10 Day Notice to End Tenancy for unpaid rent (the Notice) on January 21, 2015 by posting the Notice to the door. At that time there was \$5,000.00 in outstanding rent and the Notice informed the tenant of this. The Notice also informed the tenant that she had five days to either pay the rent owed or file an application for dispute resolution or the tenancy would end on January 31, 2015.

The landlord testified that no rent payments have been made and the tenant moved from the rental unit without informing the landlord on or about February 28, 2015. The landlord testified that the rental unit was left with damage to the upstairs carpets, new laminate flooring supplied by the landlord had been chewed by the tenants dog and the door to the yard was left damaged. The tenant also abandoned a quantity of her belongings and garbage in the unit. The landlord has had to order new carpets new flooring and a door. The unit has had to be cleaned and all the garbage removed. The landlord therefore seeks to recover a loss of rental income for March, 2015 as the landlord has not been able to re-rent the unit in the condition it was left in.

The landlord seeks a Monetary Order for \$7,100.00 which is comprised of the unpaid rent, the loss of rent for March and the \$100.0 filing fee.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

Section 26 of the *Act* states:

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.

I am satisfied from the evidence before me that the tenant owes rent of \$6,000.00 which was unpaid between August, 2014 and February, 2015. Furthermore, I am satisfied with the landlord's undisputed evidence that the tenant left the rental unit in a condition that required the landlord to carry out work in the unit in order to get the unit re-rented. I refer the parties to the Residential Tenancy Policy Guidelines # 3 which states, in part, that 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. As the landlord is continuing to work on the unit and is waiting for items to be delivered to do some of this work then it is my decision that the landlord is entitled to recover a loss of rental income for March of \$1,000.00.

As the landlords' claim has merit I find the landlord is entitled to recover the filing fee of **\$100.00** from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 and 72(1) of the *Act* in the amount of **\$7,100.00**. This Order must be served on the Respondent and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondent fails to comply with the 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: March 17, 2015

Residential Tenancy Branch

