



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD, MNR

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1687.68, and a request for recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by personal service on June 17, 2015; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant was affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on May 1, 2015 with a monthly rent of \$1790.00.

The applicant further testified that the tenant abandoned the rental unit on June 2, 2015 without paying any rent for the month of June 2015, and leaving the rental you dirty and full of garbage.

The applicant testified that as a result of the condition of the rental unit they had to do extensive cleaning and garbage removal.

The applicant further stated that the tenant also failed to put the utilities in her name and as a result the landlord had to pay the outstanding utility bills.

The applicant is therefore requesting a Monetary Order as follows:

June 2015 lost rental revenue	\$1790.00
Cleaning	\$399.00
Dump fees	\$52.62
Gas and electric utilities	\$40.00
Labor to remove garbage and debris	\$301.05
Filing fee	\$50.00
Total	\$2632.67

The applicant requests an Order allowing them to keep the full security deposit of \$895.00 towards the claim and requests a Monetary Order be issued for the balance.

Analysis

Section 45 of the Residential Tenancy Act states:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case it is my finding that the landlord has shown that the tenant vacated the rental unit without giving the required section 45 notice, and that; as a result, the landlords lost the full rental revenue for the month of June 2015. I therefore allow the landlords claim for that lost rental revenue of \$1790.00.

It is also my finding that the landlord has shown that the rental unit was left in need of significant cleaning and garbage removal.

Section 37(2)(a) of the Residential Tenancy Act states:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear

Therefore since the tenant failed to leave the rental unit reasonably clean, I allow the landlords claim for \$399.00 cleaning costs, and for \$301.05 labor to remove garbage and debris.

I will not allow the landlords claim for dump fees as the landlord has provided no copies of the dump fee invoices in support of the claim.

I also deny the claim for gas electric utilities because again the landlord has provided no copies of the invoices for any outstanding gas or utility bills.

I will allow recovery of the \$50.00 filing fee however because the landlord has still established a significant claim against the respondent.

Therefore the total amount of the claim that I have allowed is as follows:

June 2015 lost rental revenue	\$1790.00
Cleaning	\$399.00
Labor to remove garbage and debris	\$301.05
Filing fee	\$50.00
Total	\$2540.05

Conclusion

I have allowed \$2540.05 of the applicants claim and I therefore Order that the applicant may retain the full security deposit of \$895.00, and pursuant to Section 67 I have issued a Monetary Order in the amount of \$1645.05.

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: November 17, 2015

Residential Tenancy Branch

