



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNSD, MNDC, MNR and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent and utilities, cleaning costs and repairs to the rental unit. The landlords also sought to recover the filing fee for this proceeding and approval to retain the security deposit in set off against the balance owed..

Despite being served with the Notice of Hearing sent by registered mail on January 17, 2009, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlord has proven damages and losses. that the tenant was responsible for those, and that he amount claimed is the actual or appropriate cost of remediation..

Evidence

This tenancy ran from October 1, 2009 to the last week of December 2008 when the tenant vacated without giving notice. The rental agreement was for a fixed term set to expire on September 30, 2009. Rent was \$1,150 per month plus utilities and the landlord holds a security deposit of \$575.

During the hearing, landlord gave evidence that she had learned that the tenant had moved on or about December 28, 2008 when informed by another tenant in the four-plex as she attended the rental building to attempt to contact the tenant.

She stated that despite advertising, she had not been able to find a new tenant to the time of the hearing. She had selected one tenant but had declined to proceed with that tenancy when the deposit cheque was returned NSF.

The landlord provided photographic evidence that the rental unit required extensive cleaning as well as patching and repainting of walls.

Claims and Analysis

The landlord claims and I find as follows:

Loss of rent for January, February and March - \$3,450. Given that this was a fixed term agreement that the tenant left without notice, the tenant is responsible for loss of

rent provided the landlord meets her obligation under section 7(2) of the *Act* to take reasonable steps to minimize her losses.

I accept the landlords' evidence that she has advertised consistently on three web sites and advertised in a newspaper in January and I find that she is entitled to loss of rent for January and February. However, given that the hearing took place prior to mid-March, and there is still a chance for a new tenant for the balance of the month, I allow only \$575 loss of rent for March for a total of \$2,875.

Painting and patching of walls, garbage removal - \$575. The landlord submitted a receipt showing that she had paid \$575 to have picture and mirror hanging holes in the wall repaired and the bedroom, bathroom and two walls in the hallway repainted. This part of the claim is allowed in full.

Cleaning costs - \$370. Based on the photographic evidence, I find this part of the claim should be granted in full.

Repair to doorbell - \$145. As the landlord was unable to provide a receipt to substantiate this item, it is dismissed.

Utilities. The landlord had not provided receipts to substantiate the cost of unpaid utilities so I must dismiss this part of the claim.

Advertising - \$74. The landlord claims \$74 for advertising, but has submitted receipts for only \$36.70 and I allow that amount.

I find that the landlords is entitled to a Monetary Order, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off, calculated as follows:

January rent	\$ 1,150.00
February loss of rent	1,150.00
March loss of one-half month's rent	575.00
Painting, patching, garbage removal	575.00
Cleaning	370.00
Advertising	\$36.70
Filing fee	<u>50.00</u>
Sub total	\$3,906.70
Less retained security deposit	- 575.00
Less interest (October 1, 2008 to date)	- <u>2.17</u>
TOTAL	\$3,329.53

Thus, the landlord is authorized to retain the security deposit and interest, and, in addition, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for the balance of \$3,329.53 for service on the tenant.

March 13, 2009.

Dispute Resolution Officer