



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** MNR, MNSD, MNDC, FF

## **Introduction**

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent / loss of rental income / cleaning, garbage removal and repairs to minor damage / NSF and late payment of rent fees, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application. The landlord participated in the hearing and gave affirmed testimony. Despite being served in person on March 10, 2009 with the application for dispute resolution and notice of hearing, the tenant did not appear.

As the tenant vacated the unit subsequent to the landlord's application, the landlord withdrew her earlier application for an order of possession.

## **Issue to be Decided**

- Whether the landlord is entitled to a monetary order under the Act

## **Background and Evidence**

There were several written residential tenancy agreements in place for this tenancy which began on September 15, 2006. The most recent agreement was for the period from February 15 to March 1[4,] 2009. Rent in the amount of \$1,100.00 was payable in advance on the 15<sup>th</sup> day of each month, and a security deposit of \$475.00 was collected on September 15, 2006.

The tenant was late in his payment of rent for the following four (4) periods: October 15 – November 14, 2008; November 15 – December 14, 2008; January 15 – February 14,

2009, and February 15 – March 14, 2009. Further, the tenant issued a cheque in payment of rent for the period November 15 – December 14, 2008 which was NSF.

The tenant failed to pay rent due on February 15, 2009 for the period February 15 – March 14, 2009. Accordingly, the landlord issued a 10 day notice for unpaid rent. The landlord submitted into evidence a copy of the 10 day notice dated February 24, 2009 which was slipped under the door to the unit on that same date. The date shown on the notice by when the tenant must vacate the unit is March 6, 2009. Subsequently, the tenant actually vacated the unit on March 11, 2009. Following extensive cleaning and removal of garbage from the unit, new renters were found effective from April 1, 2009.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice which was March 6, 2009.

As for the monetary order, I find that the landlord has established a claim of \$2,275.00. This is comprised of unpaid rent of \$1,100.00 for the period February 15 – March 14, 2009; loss of rental income of \$550.00 for the period March 15 – 31, 2009; NSF fee of \$25.00 for the period November 15 – December 14, 2008; late payment of rent fees totaling \$100.00 (4 x \$25.00) for the periods identified above; \$450.00 combined for labour associated with cleaning, garbage removal, minor repairs, and cleaning of drapes, in addition to recovery of the \$50.00 filing fee for this application. I order that the landlord retain the security deposit of \$475.00 plus interest of \$15.09, and I grant the landlord a monetary order under section 67 of the Act for the balance due of \$1,784.91 (\$2,275.00 - \$490.09).

### **Conclusion**

I hereby grant the landlord a monetary order under section 67 of the Act for **\$1,784.91**.

This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: May 5, 2009

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Dispute Resolution Officer