



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, cleaning and garbage removal costs and for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing and evidence package in person outside his place of work, in the presence of a witness. The landlord filed a witness statement and a photograph of him serving the tenant which was taken by the witness.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, loss of income, cleaning and garbage removal costs and for the recovery of the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on May 01, 2012 for a fixed term of one year ending on April 30, 2013. The monthly rent was \$1,800.00. Prior to moving in the tenant paid the security deposit and first month's rent by cheque.

The cheques were returned as they were improperly filled out. The tenant replied to the text message from the landlord and advised the landlord that he was out of town. Upon his return he provided replacement cheques for the security deposit and rent which were returned for insufficient funds.

The landlord filed copies of the text messages between himself and the tenant. The tenant successfully avoided the landlord. During the tenancy, the strata office sent letters to the landlord informing him that the tenant was creating noise disturbances and not picking up after his dog. The landlord received fines in the amount of \$300.00.

After making several attempts to contact the tenant to arrange a meeting, the tenant finally agreed to meet the landlord at the rental unit on June 24, 2012. The landlord waited for the tenant who did not show up or communicate with the landlord. On that day, the landlord found out that the tenant had abandoned the rental unit and left it in an extremely dirty condition. There was dog faeces and vomit everywhere and the tenant had left behind a couch, bed, coffee table and a lamp. The items left behind were also covered with dog excrement and the landlord had to take time off work to clean up the mess.

The landlord mitigated his losses by finding a tenant within a week starting July 01, 2012 at a reduced rent of \$1,600.00. This tenant entered into a six month fixed term ending December 31, 2012.

The landlord is claiming unpaid rent for May and June, loss of income of \$200.00 per month for the next six months, \$900.00 for cleaning and garbage removal, \$300.00 for strata fines and \$100.00 for the filing fee.

### **Analysis**

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term 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
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

Based on the undisputed testimony and documentary evidence of the landlord, I find that by moving out sometime in June 2012, the tenant was not in compliance with the terms of the fixed term tenancy agreement. The landlord has proven that he mitigated his losses by actively looking for a tenant and reduced the rent to enable him to rent the unit for the month of July.

I find that the landlord is entitled to the unpaid rent for May and June in the amount of \$3,600.00. I further find that by reducing the rent the landlord also suffered a loss of income in the amount of \$200.00 per month, for the fixed term tenancy of the new tenant (6 months) for a total of \$1,200.00. I also find that the landlord is entitled to the recovery of the strata fines of \$300.00.

Based on the testimony and photographs, I find that the landlord is entitled to his claim of \$900.00 for cleaning and garbage removal. Since the landlord has proven his case, he is also entitled to the filing fee of \$100.00.

Overall the landlord has established a claim of \$3,600.00 for unpaid rent, \$1,200.00 for loss of income, \$900.00 costs of cleaning and garbage removal, \$300.00 for strata fines and \$100.00 for the filing fee.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount due of \$6,100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order of **\$6,100.00**.

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 22, 2012.

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Residential Tenancy Branch