

Dispute Codes:

MND, MNR, MNSD, MNDC, FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided by the parties prior to the Hearing. Both parties gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

This is the Landlords’ application for; a Monetary Order for unpaid rent and damages to the rental unit; to keep the security deposit; and to recover the filing fee from the Tenant for the cost of filing the application.

Background and Evidence

The parties entered into a written Tenancy Agreement, a copy of which was provided into evidence, on April 1, 2006. The rental unit is a single family dwelling. The Tenant paid the Landlords a security deposit in the amount of \$375.00 on April 1, 2006.

The Landlord GP testified that the Tenant vacated the rental unit on April 3, 2009, without giving the Landlords one month’s written notice of their intent to vacate the rental unit. The Tenant testified that she moved out of the rental unit at the end of March, 2009, but agreed that she did not give the Landlords one month’s written notice.

The Landlords are applying for a monetary order for unpaid rent in the amount of \$800.00 for the month of April, 2009. The Landlord GP testified that it took them two weeks just to clean up the outside of the house because the Tenant left garbage and broken furniture all over the yard.

The Landlord GP testified that the Tenant did not pay her last utility bill in the amount of \$89.04. The Landlords provided a copy of a letter from the City of Penticton attesting that the Landlords would be held responsible for the overdue account and that the

unpaid balance would be transferred to tax arrears on the property, if left unpaid. The Tenant agreed that the Landlords could deduct the cost of the utility bill from the security deposit.

The Landlord GP testified that the Tenant did not steam clean the carpets prior to moving out of the rental unit, and provided a copy of an invoice from a professional carpet cleaner in the amount of \$103.95. The Tenant agreed that the Landlords could deduct the cost of steam cleaning the carpets from the security deposit.

The Landlord GP testified that the Tenant vacated the house without cleaning it, and that the Landlords paid \$200.00 for cleaning the house. The Landlords provided a copy of a letter from the cleaner, indicating that she charged the Landlord GP \$200.00 for cleaning the house. The Tenant disputed the cleaning bill.

The Landlords are also claiming damages in the amount of \$200.00 for work their labour in cleaning up garbage, bagging the garbage and taking it to the dump. The Tenant stated that she did leave some garbage, but that it wasn't enough to warrant paying \$200.00 for its clean-up and removal.

Analysis

The Tenant provided evidence and testimony with respect to claims for damages that she feels she has against the Landlords. This is the Landlord's Application. The Tenant did not file an Application for Dispute Resolution, and I have not considered any claims the Tenant may have.

The Tenant has agreed that she owes the Landlord for her outstanding utility bill and the carpet cleaning. I accept the Landlord's testimony and evidence that the rental unit was not left in a clean condition and that the Landlords paid \$200.00 to have the house cleaned. The Landlords did not provide any documentary evidence to support their claim for garbage clean-up and removal (i.e. photographs), and I dismiss this portion of their claim. The Landlords made reference to photographs in their Application for Dispute Resolution, but the Landlords did not provide any photographs into evidence.

Based on the testimony of both parties, I find that the Tenant vacated the rental unit without giving notice as required under the Act. I allow the Landlord's claim for loss of rent for the month of April, 2009, in the amount of \$800.00.

Pursuant to Section 72 of the Act, the Landlords may apply the security deposit, together with interest accrued thereon, towards partial satisfaction of their Monetary Order.

The Landlords have been successful in their Application and are entitled to recover the filing fee from the Tenant. The Landlords have established a Monetary Order, as follows:

Loss of Rent	\$800.00
Cost of Carpet Cleaning	\$103.95
Cost for Cleaning Rental Unit	\$200.00
Unpaid Utility Bill	\$89.04
Filing fee	50.00
TOTAL	<u>\$1,242.99</u>
Less Security Deposit and Interest in the amount of \$12.80	<u>-\$387.80</u>
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET OFF	\$855.19

Conclusion

I HEREBY FIND in favor of the Landlords' monetary claim in the amount of \$2,248.40 against the Tenants. The monetary Order must be served on the Tenants and is

enforceable through the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.