

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the notice of hearing and application for dispute resolution by registered mail on July 24, the tenants did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. On July 6 the landlord discovered that the rental unit had been abandoned and left in an extremely messy condition with the walls having been marked with permanent marker, garbage dumped on the floors, potting soil dumped in toilets, holes in the walls and screens, blinds damaged and cabinet doors ripped off. The landlord provided photographs of the damage. The landlord testified that keys to the unit and the common area laundry room were not returned. At the end of the tenancy the landlord sent the tenants a notice advising that a \$25.00 administration would be charged if the rental unit was not adequately cleaned at the end of the tenancy. The landlord testified that during the tenancy, the tenants left bags of garbage in the breezeway and failed to remove them when requested to do so, which necessitated the landlord incurring expense for the removal of the bags. The landlord claims the following amounts for cleaning and repairs:

Painting	\$ 298.86
Exterminator (substance to cover permanent marker on walls)	\$ 143.50
Cleaning – 16 hours @ \$20.00 per hour	\$ 320.00
Garbage removal – 4 hours @ \$17.50 per hour	\$ 140.00
Window screen repair – 5 screens @ \$30.00 each	\$ 91.50
Drywall repair	\$ 200.00
Labour for painting and drywall repair – 25 hours @ \$25.00 per hour	\$ 625.00
Locksmith	\$ 80.00
Laundry room keys	\$ 25.00
Administration fee	\$ 25.00
Garbage removal during tenancy	\$ 25.00

Replace bathroom and kitchen cabinet doors	\$ 150.00
Photograph printing	\$ 33.44
Replacement of blinds – 6 sets @ \$15.00 each	\$ 90.00
Cleaning supplies	\$ 10.00
Filing fee	\$ 50.00
Total	\$2,307.30

Analysis

I accept the landlord's undisputed evidence. I find that the tenants are responsible for the damage to the rental unit and must be held liable for the cost of the repairs and cleaning. I grant the landlord's claim with the exception of the administration fee and the cost of printing photographs. The administration fee is denied as there is no contractual obligation on the part of the tenants to pay the fee. The landlord cannot announce that a fee is payable without first obtaining the tenants' consent. The claim for the cost of printing photographs is denied as the only litigation-related expense I am empowered to award is the cost of the filing fee. I award the landlord \$2,248.86. I order the landlord to retain the \$550.00 security deposit and \$4.49 in interest in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of \$1,694.37. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,694.37 and may retain the security deposit and interest.

Dated November 13, 2009.