

Decision

Dispute Codes:

OPR; MNR; MNSD; MND, FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and damages, to apply the security deposit paid by the Tenants towards his monetary claim; and to recover the cost of the filing fee from the Tenants.

I reviewed the evidence provided by the Landlord prior to the Hearing. The Landlord and the Landlord's Witness gave affirmed testimony and the Hearing proceeded on its merits.

Preliminary Matter

At the onset of the Hearing, the Landlord advised that the Tenants had moved out of the rental unit on October 22, 2009. Therefore, the Landlord's application for an order of possession is dismissed.

Issues to be Decided

- Service of the Notice of Hearing documents.
- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord gave the following testimony and evidence:

- The Landlord served the Notice to End Tenancy for Unpaid Rent issued October 3, 2009, personally upon the Tenant NT, on October 3, 2009, at the Tenant's residence.

- The Landlord mailed the Tenant JB the Notice of Hearing documents, via registered mail, on October 9, 2009. The Landlord provided a tracking number for the registered mail documents, which indicates that the documents were received on October 13, 2009.
- The Tenancy started on May 1, 2009. Monthly rent was \$1,500.00 per month, due the first day of each month. The Tenants paid a security deposit in the amount of \$750.00 on April 30, 2009.
- Rent remains unpaid for the month of October, 2009.
- The Tenants caused damage to the rental unit, including: large holes in the drywall; broken blinds, railing, trim, and a fan; broken doors in both bedroom and the bathroom; and broken exterior door.
- The rental unit was not cleaned at all. Garbage and debris was left throughout the suite. The carpet was damaged, filthy and stained beyond saving.
- The Landlord provided photographs in support of his claim for damages, garbage removal and cleaning.
- The Landlord has completed the necessary repairs to the suite, removed the garbage and cleaned the rental unit.

The Landlord's Witness gave the following testimony:

- The Witness's company did the work required to repair and clean the rental unit. Materials and labour were as follows:

Description of work done	Cost for labour and materials
Replace carpets	\$830.00
Replace damaged drywall and paint	\$1,500.00
Remove garbage	\$800.00
Replace broken blinds	\$300.00
Replace broken doors	\$800.00
Replace railing, fan and trims	\$350.00
Cleaning	<u>\$500.00</u>
TOTAL	\$5,080.00

The Landlord requested a monetary award, as follows:

Unpaid rent for October, 2009	\$1,500.00
Cost of repairs and cleaning	<u>\$5,080.00</u>
TOTAL AMOUNT CLAIMED	\$6,580.00

Analysis

I accept that the Landlord served the Tenant JB with the Notice to Hearing documents by registered mail. Despite being served with the Notice of Hearing documents, the Tenant JB did not sign into the teleconference and the Hearing proceeded in his absence.

The Landlord did not serve the Tenant NT with the Notice of Hearing documents. Co-tenants are jointly and severally responsible for damages and unpaid rent. It is up to the Tenants to apportion the cost of the repairs and unpaid rent between themselves.

Based on the testimony and documentary evidence provided by the Landlord and the Landlord's Witness, I am satisfied that the Landlord has established a monetary claim against the Tenant JB.

The Landlord has been successful in his application and is entitled to recover the cost of the filing fee from the Tenant JB.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary claim. No interest has accrued on the security deposit.

The Landlord has established a monetary claim as follows:

Unpaid rent for October, 2009	\$1,500.00
Compensation for damage or loss	\$5,080.00
Recovery of the filing fee	\$100.00
Subtotal	\$6,680.00
Less security deposit	- \$750.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$5,930.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$5,930.00 against the Tenant JB. This Order must be served on the Tenant JB and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: December 6, 2009