

DECISION

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

Introduction

This application was brought by landlord seeking a Monetary Order for unpaid rent, loss of rent, damage to the rental unit and recovery of the filing fee for this proceeding.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the amounts claimed.

Background, Evidence and Analysis

This tenancy began on September 16, 2008 and ended on or about June 30, 2009 pursuant to a Notice to End Tenancy for unpaid rent dated June 14, 2009. Rent was \$1025 per month and the landlords held a security deposit of \$500 paid on September 15, 2009.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served after the tenants had failed to pay the rent for June 2009. The notice set an

end of tenancy date of June 25, 2009. The landlord stated that he became aware that the tenants were moving when he arrived on June 30, 2009 to show the unit to prospective tenants.

Therefore, the landlord claims, supported by receipts and photographs, and I find as follows:

June 2009 rent short fall - \$250. The landlord gave uncontested evidence that the tenants had paid \$300 of the June rent and subsequently surrendered the \$500 security deposit toward the unpaid balance leaving a shortfall of \$250. This claim is allowed.

Loss of rent for July, 2009. As the tenancy ended due the tenants' breach of not paying the June rent, plus the overholding beyond the end of tenancy date and the need for repairs, and given that I accept the landlord's evidence that he attempted to find new tenants as quickly as possible, I find that the tenants are responsible for the loss of rent for July. This claim is allowed in full.

Closet door - \$90.68. The tenant concurred responsibility for breaking the closet door and this claim is allowed in full.

Cleaning - \$86.63. I find this portion of the claim to be reasonable given normal market values, and in view of the unusual staining on one wall, I allow this claim in full.

Repair laminate floor - \$100. The landlords' photographic evidence clearly shows damage to the relatively new laminate floor. The landlord estimated he had spent three hours replacing the damaged pieces with existing stock. I reduce the claim to \$75 for the landlord's labour.

Drywall patching and painting - \$100. The landlord claims \$100 for painting and drywall repair. As some of the holes in the wall were caused by hanging pictures which

I find to be normal wear and tear, I reduce this part of the claim to \$75 for unusual holes caused by shelving.

Replace curtains. The landlord stated that a set of curtains was missing from one room. However, the tenant stated that she had advised the landlord that the curtains were moldy and she had thrown them out. On the landlord's agreement that the curtains were somewhat aged, I find that they were fully depreciated and make no award on the claim.

Filing fee - \$50. Having found merit in the landlords' application, I find that they should recover the filing fee for this proceeding from the tenants.

Credits to tenants - \$100. The tenant claimed that she had paid \$50 extra to have the fence painted while other work was being done, and that she had also paid \$50 to replace an outdoor light fixture. The landlord acknowledged these improvements to the property and concurred that the tenants be credited for their expense.

Thus, I find that the tenants owe to the landlords an amount calculated as follows:

June 2009 rent shortfall	\$ 250.00
July rent	1,050.00
Replace closet door	90.68
General cleaning	86.63
Repair laminate floor	75.00
Paint & drywall repair	75.00
Filing fee	<u>50.00</u>
Sub total	\$1,677.31
Less tenants' credit for fence painting & light fixture	- 100.00
TOTAL	\$1,577.31

Conclusion

The landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,577.31 for service on the tenants.