

DECISION

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

Introduction

This application was brought by the landlord seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on December 2, 2009. The landlord also sought a Monetary Order for unpaid rent and utilities, cleaning, rubbish removal, recovery of the filing fee for this proceeding, and authorization to retain the security and pet damage deposits in set off against the balance owed.

At the commencement of the hearing, the landlord advised that the tenant had moved out on January 15, 2010 and withdrew the request for an Order of Possession.

Despite having been served with the Notice of Hearing served in person on December 14, 2009, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent, damages and filing fee, and authorization to retain the security and pet damage deposits in set off..

Background and Evidence

This tenancy began on October 31, 2008. Rent is \$1,400 per month payable in halves due on the 1st and 15th of the month and the landlord holds security and pet damage deposits of \$700 each.

During the hearing, the landlord gave evidence that the tenant left on January 15, 2010 without notice and without providing a forwarding address and that no further rent payments had been made. Therefore, the landlord claims \$700 for each of the November 15, December 1, December 15 and January 1 payments. As the landlord is moving into the rental unit and has not sought for a new tenant, he cannot claim loss of rent for the period following the end of the tenancy.

As per the rental agreement the landlord also claims \$356.50 for half of the hydro billing from the period of October 24 to December 23, 2009.

The landlord stated that the rental unit had been left in a state requiring extensive cleaning and claims \$100 in compensation. Also, the landlord stated that the tenant had left a large amount of rubbish in the yard and claims \$72 compensation for dumping fees.

Analysis

Section 7 of the Act provides that if a landlord or tenant suffers a loss to a breach by the other of the rental agreement or the legislation, the party who breaches must compensate the other for the loss. Section 67 of the Act states that: "if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party."

In the present matter, including recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off under section 72(2)(b) of the *Act*, I find that the tenant owes to the landlord an amount calculated as follows:

November 15, 2009 rent due	\$ 700.00
December 1, 2009 rent due	700.00
December 15, 2009 rent due	700.00
January 1, 2010 rent due	700.00
Unpaid hydro	356.50
General cleaning	100.00
Dump fees	72.00
Filing fees	50.00
Sub total	\$3,378.50
Less retained security deposit	- 700.00
Less retained pet damage deposit	- 700.00
Less interest on deposits \$1,400 from October 31, 2008 to date)	- 3.56
TOTAL	\$1,974.94

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord is also issued with a Monetary Order for \$1,974.94, enforceable through the Provincial Court of British Columbia, for service on the tenant.

January 22, 2010