

DECISION

Dispute Codes: MNR, MND, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damage to the rental unit, cleaning of the rental unit and yard and recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing by registered mail sent on September 18, 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the items claimed and the filing fee, and authorization to retain the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on May 1, 2009 and ended on or about September 10, 2009 pursuant to a Notice to End Tenancy for unpaid rent served on August 29, 2009. Rent was \$850 per month and the landlord holds a security deposit of \$425 paid on April 30, 2009.

During the hearing, the landlord gave evidence that the tenants had not paid the rent for July 2009 until the beginning of August at which time they made a payment of \$1,000 \$850 of which was applied to July rent and \$150 of which was applied to the August rent leaving an unpaid balance of \$700.

The landlord stated that the tenants made no further payment on the August rent and paid no rent for September. They left on September 10, 2009 without giving notice and leaving the rental unit in a state that required substantial repairs and cleaning.

The landlord makes claim for the following items and I find as follows:

Unpaid rent - \$1,550. This claim includes \$700 unpaid rent from August 2009 and \$850 unpaid rent/loss of rent for September 2009. This claim is allowed in full.

Damage to door and wall - \$500. The landlord stated that while the tenants were away, the son of one came to the rental unit and gained access by breaking in through the front door. During the same period, a large hole of approximately one foot by two feet was made in the hallway wall. While the tenant had promised to return to repair the damage, he did not do so and the landlord paid a local supplier \$500 for the repairs. Based on photographic evidence and the testimony of the landlord, I allow this claim in full.

Repair broken window - \$200. I accept the evidence of the landlord that she has an estimate of \$200 to repair a window broken by the tenants, and allow this claim. .

General Cleaning - \$90. The landlord submitted a receipt from a local supplier for six hours labour at \$15 per hour in support of this claim, and it is allowed in full.

Refuse removal - \$242.75. The landlord claims this amount for the labour of two persons working six hours each at \$15 per hour to remove refuse from the house and yard, dumping fees for three trips to the dump and \$30 in fuel. Based on the photographic evidence and dumping receipts, I find this claim to be reasonable for the amount of refuse left by the tenants. This claim is allowed in full.

Lawn care - \$100. While the rental agreement made the tenants responsible for yard work and while the landlord supplied a lawn mower, the tenants were away for two months of the summer and the landlord had to cut the grass once weekly. I find that the landlord is entitled to this claim.

Filing fee - \$50. Having found merit in the landlord's application, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Security Deposit – (\$425). I find that the landlord is entitled to retain the security deposit in set off against the balance owed.

Thus, I find the tenants owe the landlord an amount calculated as follows:

Unpaid rent	\$1,550.00
Damage to wall and door	500.00
Window repair	200.00
General cleaning	90.00
Refuse removal	242.75
Lawn care	100.00
Filing fee	50.00
Sub total	\$2,732.75
Less retained security deposit	- 425.50
Less interest (April 30, 2009 to date)	- 0.00
TOTAL	\$2,307.75

Conclusion

In addition to authorization to retain the tenants' security deposit with interest in set off, the landlord's copy of this decision is accompanied by a Monetary Order for \$2,307.75 enforceable through the Provincial Court of British Columbia, for service on the tenants.

January 4, 2010.