

Decision

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

Introduction

This is the Landlords' application for an Order of Possession; a Monetary Order for unpaid rent and damages; to apply the security deposit towards their monetary award; and to recover the cost of the filing fee from the Tenants.

Preliminary Matters

At the onset of the Hearing, the Landlord RM testified that the Tenants moved out of the rental unit on or about January 9, 2010. Therefore, the Landlords' application for an Order of Possession is dismissed as withdrawn.

The Landlord RM amended the application to reflect the actual cost of shampooing the carpets, from \$130.00 to \$80.00.

Issue(s) to be Decided

- (1) Are the Landlords entitled to Monetary Order for unpaid rent for the month of January, 2010, loss of rent for the month of February, 2010 and the cost of shampooing the carpets?
- (2) Are the Landlords entitled to apply the security deposit in partial satisfaction of their monetary award?

Background and Evidence

The Landlord RM testified that she personally served both of the Tenants with the Notice of Hearing documents at the rental unit on January 6, 2010 at 2:10 p.m. The Landlords' Witness verified service of the documents in this manner.

The Landlord RM gave the following testimony:

- Rent was \$750.00 per month, due on the first day of each month.
- The Tenants paid a security deposit in the amount of \$375.00 on November 7, 2009. The Tenants were required to pay a pet deposit in the amount of \$375.00, but did not pay the pet deposit.
- The Tenants did not pay rent for the month of January, 2010.
- The Tenants had a dog and two cats. A requirement of the tenancy agreement was that the Tenants shampoo the carpets at the end of the tenancy. The Landlords submitted a copy of the tenancy agreement in evidence. The Tenants did not shampoo the carpets at the end of the tenancy.
- The Tenants abandoned personal items at the rental unit, including: a barbeque; 4 chairs and a patio table; a ping pong table; a baby stroller; a 27 inch TV and a TV stand. The Tenants also left 3 bags of garbage at the rental unit.
- The Landlords offered the Tenants two opportunities to perform a move-out inspection with the Landlords, but the Tenants did not attend.
- The Landlords do not plan on re-renting the rental unit.

Analysis

Based on the testimony of the Landlord RM and the Landlords' Witness, I am satisfied that the Tenants were served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the conference and the Hearing proceeded in their absence.

Based on the undisputed testimony of the Landlord RM, I find that the Landlords are entitled to unpaid rent in the amount of \$750.00 for the month of January, 2010.

The Landlord RM testified that the Landlords do not intend to re-rent the rental unit, and therefore I find that the Landlords are not entitled to loss of rent for the month of February, 2010.

The tenancy agreement includes an addendum. Paragraph f) of the addendum states: "When tennancy (sic) comes to an end all carpets are to be professionally cleaned due to pet ownership." The Landlords did not provide a copy of the invoice for carpet cleaning, however, I find that \$80.00 is a reasonable amount for this service and allow this portion of the Landlords' claim.

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the security deposit towards partial satisfaction of their monetary award. No interest has accrued on the security deposit.

The Landlords have been partially successful in their application and are entitled to recover the cost of the filing fee from the Tenant.s

The Landlords have established a Monetary Order, as follows:

Unpaid rent for January, 2010	\$750.00
Cost of shampooing carpets	\$80.00
Recovery of filing fee	<u>\$50.00</u>
Subtotal	\$880.00
Less security deposit	<u>\$375.00</u>
Balance owing to the Landlords after set-off of security deposit	\$505.00

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of \$505.00 against the Tenants. This Order must be served on the Tenants 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*.

February 11, 2010

Date of Decision
