

DECISION

Dispute Codes CNR, MNDC, MNSD, OLC, RP, PSF, RPP, MND, FF

Introduction

This hearing dealt with applications by the tenants for an order setting aside a notice to end this tenancy, a monetary order, an order for the return of their security deposit, an order that the landlord comply with the Act, an order that the landlord perform repairs and provide services or facilities and an order that the landlord return the tenants' personal property. The landlord filed a cross-application for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The tenants did not participate in the conference call hearing despite the fact that at the time they filed their applications they received the notice of hearing containing specific instructions about how to access the conference call. The landlord testified that she personally served her application and notice of hearing to the tenants on November 10. I was satisfied that the tenants had received notice of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on or about December 1, 2008 and ended on or about November 1, 2009. The rental unit was fully furnished and included a new set of pots and pans. The tenants paid a \$375.00 security deposit at the outset of the tenancy. At the end of the tenancy the tenants failed to clean the rental unit and the carpets and failed to return the keys. The landlord had to pay for the unit and carpets to be cleaned and new keys to be cut and provided receipts for those expenses. The landlord discovered that the tenants had broken a cover on the kitchen light and the landlord had to replace the entire light fixture as the

cover alone could not be replaced. The landlord provided a receipt for this expense. The tenants had completely removed 10 light bulbs which were replaced by the landlord and had removed metal shelving in the closet which the landlord was able to recover from the garbage, but had to replace one missing piece and hire someone to reinstall. The tenants removed a towel bar from the bathroom which had to be replaced. The tenants had taken the pots and pans which had been provided with the unit. The landlord provided a price sticker showing what she paid for the pots and pans. The tenants removed a microwave oven and which the landlord valued at \$25.00. The tenants removed a couch as well. In her written submissions, the landlord indicated that the couch had been left by another tenant but in her oral testimony the landlord testified that the couch had been purchased new in 2008 as part of a matching set. The landlord also made a claim for brackets which she purchased but at the hearing could not recall what the brackets were for.

Analysis

As the tenants did not appear at the hearing to advance their claims, their applications are dismissed without leave to reapply.

I accept the landlord's undisputed testimony and find that the tenants failed to clean the carpets, causing the landlord to incur a cost of \$300.00 to have them cleaned. I award the landlord \$300.00. I find that the tenants failed to clean the rental unit and award the landlord \$100.00 to compensate her for the cost of cleaning the unit. I find that the tenants failed to return the keys to the unit and award the landlord \$11.37 as the cost of cutting new keys. I find that the tenants damaged the kitchen light fixture and find that the landlord is entitled to recover the cost of its replacement. I award the landlord \$36.95. I find that the tenants removed 10 light bulbs. Although the landlord did not provide a receipt showing the cost of the light bulbs, I find the \$6.48 claim to be reasonable and I award the landlord that sum. I find that the tenants removed metal shelving from the closet which had to be re-installed. I accept the landlord's valuation of \$28.98 as the cost of replacing one missing part and hiring someone to reinstall the shelving and I award the landlord that sum. I accept that the tenants removed the towel

bar from the bathroom. The landlord did not provide a receipt for the towel bar, but I find the \$24.98 claim to be reasonable and I award the landlord that sum. I find that the tenants removed the pots and pans from the rental unit and I accept that they were purchased in 2008 at a cost of \$49.99. I find that the landlord is entitled to recover the value of the pots and pans and I award the landlord \$49.99. I find that the tenants removed the microwave oven at the end of the tenancy and I accept the landlord's valuation of the microwave. I award the landlord \$25.00. I find that the landlord is entitled to recover the \$50.00 fee paid to bring her application and I award her \$50.00.

The landlord's claim for the cost of brackets is dismissed as she was not able to explain what the bracket was for and why the cost should be the responsibility of the tenants. I also dismiss the landlord's claim for the value of the couch that was taken as the landlord's testimony and written evidence with respect to the origin and value of the couch were inconsistent and I am not satisfied with the evidence provided.

Conclusion

In summary, the landlord has been successful in the following claims:

Carpet cleaning	\$300.00
Suite cleaning	\$100.00
Key cutting	\$ 11.37
Kitchen light fixture	\$ 36.95
Light bulbs	\$ 6.48
Metal shelving	\$ 28.98
Towel bar	\$ 24.98
Pots and pans	\$ 49.99
Microwave	\$ 25.00
Filing fee	\$ 50.00
Total:	\$633.75

I find that the landlord has established a claim for \$633.75. I order that the landlord retain the \$375.00 deposit and interest of 48¢ in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$258.27. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: March 11, 2010
