

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, and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing served by registered mail sent on October 29, 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 unpaid rent, damages and filing fee, and authorization to retain the security and pet damage deposits in set off.

Background, Evidence and Analysis

This tenancy began on March 25, 2009 and ended on October 20, 2009 pursuant to an Order of Possession issued following a hearing on October 16, 2009 on the landlord's application under a Notice to End Tenancy for cause and to end the tenancy early. Rent was \$650 per month and the landlord holds a security deposit of \$325 paid on March 20, 2009. During the hearing, the landlord set out her claims for a monetary order, and I find as follows:

Unpaid rent - \$433.00. The landlord gave evidence that the tenants had paid no rent for October 2009 and the landlord claims only the per diem to the last day of the tenancy. This claim is allowed in full.

Clean up crew, Truck & Trailer Rental & Dumping fees – \$110.25. The landlord gave evidence that the tenants had left a large amount of debris behind necessitating hiring a crew to take a full load of the truck and trailer to the dump. This claim is allowed in full.

Repairs to the apartment - \$200.00. I accept the evidence of the landlord that actual repairs costs significantly exceeded this claim, but the landlord wished to claim only the amount provided in evidence to the tenants. This claim is allowed.

General Cleaning - \$120.00. On the basis of the landlord's evidence that the tenant had done no cleaning, and the work included cleaning up pet droppings, this claim is allowed in full.

Damage to furniture - \$200. The landlord gave evidence that furnishings belong to her in the rental unit had been damaged and replacement cost would exceed the amount of the claim. This claim is allowed in full.

Filing fee - \$100. The landlord claims recovery of the filing fee for both this and the previous hearing in which the Order of Possession was granted. While I am able to

award the filing fee for the present hearing, the filing fee for the previous application could only have been awarded at that hearing.

On balance, I find the landlords' claims have been modest and fair. Therefore, I find that the landlord is entitled to a Monetary Order, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off, calculated as follows:

Per diem rent for October	\$ 433.00
Cleanup, trucking and dumping	110.25
Repairs to rental unit	200.00
General Cleaning	120.00
Damaged furniture	200.00
Filing fee	50.00
Sub total	\$1,113.25
Less retained security deposit (No interest due)	- 325.00
TOTAL	\$ 788.25

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord is also issued with a Monetary Order for \$788.25, enforceable through the Provincial Court of British Columbia, for service on the tenants.

March 1, 2010