

DECISION

Dispute Codes: MNR, MND and FF

Introduction

This application was brought by the landlord seeking a Monetary Order unpaid rent, damage to the rental unit, cleaning, and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on December 30, 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 unpaid rent, damage and cleaning, and recovery of the filing fee for this proceeding.

Background, Evidence and Analysis

This tenancy was set to run from October 1, 2009 to September 30, 2010 under a 12-month fixed term rental agreement. However, the tenants took occupancy on September 21, 2009 and vacated on December 17, 2009. Rent was \$1,495 per month and, under the rental agreement, the tenants were to pay a security deposit of \$747.50 but it was never paid.

During the hearing, the landlord gave evidence that the tenants had paid no rent for any of the three months of the tenancy. Therefore, the landlord makes claims for three months' rent at \$1,495 per month.

In addition, the landlord provided a copy of a paid invoice from a service provider for \$860 to clean and repair the rental unit to a habitable state, itemized as follows:

- Repairs including closet and carpet repairs;
- Repainting of walls and doors that tenants had painted orange and brown;
- Garbage cleaning inside and outside;
- Removal of paint from carpets, and;
- Hauling several hundred pounds of garbage to the dump.

Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due unless the tenant has a right to under the *Act* to deduct all or a portion of it. In this matter, there is no evidence to indicate that the tenants held any such right and I find that they must pay the landlord the three months rent.

Section 7 of the *Act* provides that, if either party to a rental agreement suffers a loss due to the other's non-compliance with the legislation or rental agreement, the non-compliant party must compensate the other for that loss.

Section 32(3) of the *Act* states that, "A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Accordingly, in the absence of any evidence to the contrary, I find that the tenants are responsible for the cleaning and repair costs submitted by the landlord. Therefore, including recovery of the filing fee for this proceeding, I find that the tenants owe to the landlord an amount calculated as follows:

October 2009 rent	\$1,495.00
November 2009 rent	1,495.00
December 2009 rent	1,495.00
Cleaning, painting and repairs	860.00
Filing fee	100.00
TOTAL	\$5,445.00

Conclusion

The landlord' copy of this decision is accompanied by a Monetary Order for \$5,445.00 for service on the tenants. This order may be enforced through the Provincial Court of British Columbia as an order of that Court.

April 7, 2010