

DECISION

Dispute Codes MND, MNDC, MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agents only.

The landlord provided confirmation of service of the Notice of Hearing Documents via registered mail showing that both tenants' packages were successfully delivered and signed for. I am satisfied the tenants were served with notice of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for money owed or compensation for damage or loss; and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following documents into evidence:

- A copy of a residential tenancy agreement signed by the parties on May 9, 2008 for a month to month tenancy beginning on June 1, 2008 for a monthly rent contribution of \$426.00 due on the 1st of the month;
- A letter dated January 14, 2010 from the landlord to the tenants providing an invoice for the landlord's monetary claim and asking the tenants to contact the landlord prior to February 14, 2010;
- A copy of an invoice from the landlord dated February 1, 2010 in the amount of \$154.53 for repair to 2 sliders and a copy of an agreement signed by the tenant on October 28, 2008 agreeing to this debt and repay at \$20.00 per month until paid in full;
- A copy of an invoice from the landlord to the tenant dated November 24, 2008 and work order dated September 15, 2008 for a lock change requested by the tenants in the amount of \$34.00;
- A copy of a request from the tenant dated September 15, 2008 for the landlord to change the locks on the rental unit;
- A copy of an invoice from the landlord dated February 1, 2010 and work order dated July 8, 2008 in the amount of \$154.53 for repair to 2 sliders;

- A copy of an invoice from a glass supplier to the landlord dated July 31, 2008 in the amount of \$139.53;
- An invoice from the landlord to the tenant dated February 1, 2010 for rent contribution due on December 1, 2008 in the amount of \$426.00;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated December 8, 2008 with an effective vacancy date of December 23, 2008 for \$426.00 in unpaid rent;
- A copy of an invoice from the landlord dated January 27, 2010 and work order dated January 13, 2009 for cleaning, painting, replacing a door and labour in the amount of \$857.81;
- A copy of an invoice dated March 5, 2009 for cleaning services for 26 hours of cleaning for a total of \$819.00, noting the "C.B. 20 hrs. = 630.00";
- A copy of an invoice dated February 24, 2009 for painting in the amount of \$137.81;
- A copy of a move in condition inspection report dated May 15, 2008 – noting "abandoned sometime in Dec. fyi);
- A copy of a notice to landlord from the tenant dated January 5, 2009 providing the tenant's forwarding address effective at 1:00 p.m. on January 5, 2009, citing the reason for leaving as an N.E.T.
- A copy of a document entitled Notice of Vacancy dated December 29, 2008 citing rent arrears as \$426.00; move out charge backs of \$857.81; previous charge backs of \$134.53 for a total of \$1,418.34;
- A copy of a move out condition inspection report dated January 13, 2009 itemizing damages and uncleanliness of rental unit, signed by the landlord only; and
- 34 photographs of the rental unit.

The landlord confirmed in testimony that the tenants had moved out without notice to the landlord and so were not available to conduct a move out condition inspection of the rental unit at the end of the tenancy.

The tenants did, on January 5, 2009, provide their forwarding address to the landlord and the landlord testified they were likely given an opportunity to complete the inspection at that time as well.

The landlord further testified that despite sending the tenants the above noted letter on January 14, 2010 regarding their account they did not hear from the tenants to try to resolve the outstanding balance.

Analysis

As the tenant's did not pay rent for the month of December 2008 and the landlord issued a 10 Day Notice to End the Tenancy for Unpaid Rent and as the tenant's failed

to dispute the notice within 5 days of receipt of the notice, I find the landlord is entitled to rent owed for December, 2008.

As per the tenants own signed agreement acknowledging the debt, I also find that the tenants remain responsible for the debt of the charge backs incurred during the tenancy.

As per Section 37 of the Act a tenant must, when vacating a rental unit, must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Based on the evidence submitted by the landlord and in the absence of any evidence or testimony from the tenants, I find the landlord has sufficiently substantiated their claim.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,468.34** comprised of \$426.00 rent owed; \$134.53 charge backs incurred during the tenancy; \$857.81 charge backs for cleaning and damage at the end of the tenancy; and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants and may be filed in the Provincial Court (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*.

Dated: May 07, 2010.

Dispute Resolution Officer