

## **DECISION**

### **Dispute Codes**

For the landlord - OPR, MNR, MNSD, MNDC, FF

For the tenant - DRI

### **Introduction**

This decision was set to deal with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were due to be heard together.

The hearing went ahead as scheduled but after 10 minutes the tenant had not dialed into the conference call. Based on the above I find that the tenant has failed to present the merits of his application and the application is dismissed.

The landlord seeks a Monetary Order for unpaid rent and for money owed or compensation for loss or damage under the Residential Tenancy Act (Act), regulation or tenancy agreement. The landlord also seeks to keep the security deposit and laundry deposit and recover the filing fee paid for this application. At the outset of the hearing it was established that the tenants have vacated the rental unit and the landlord withdraw his application for an Order of Possession.

The landlord served the tenants by registered mail on January 28, 2010 with a copy of the Application and Notice of Hearing. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants were deemed to be served the hearing documents on February 02, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord, his witness and an interpreter appeared, gave affirmed testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

### **Issues(s) to be Decided**

- Is the landlord entitled to a Monetary Order for unpaid rent?

- Is the landlord entitled to a Monetary Order for money owed or compensation or damage or loss under the Act?
- Is the landlord entitled to keep the security deposit and laundry deposit?

### Background and Evidence

This tenancy started on March 01, 2009 although the landlord allowed the tenants to move into the unit on February 28, 2009. This was a fixed term tenancy for one year and was due to expire on February 28, 2010. Rent for this unit was \$600.00 per month and was due on the last day of each month in advance. The tenants paid a security deposit of \$300.00 and a laundry deposit of \$200.00 on February 29, 2009. The landlord states that he received the tenants forwarding address on February 06, 2010.

The landlord testifies that the tenants did not pay their rent on time in January, 2010, the landlord gave the tenants a 10 Day Notice to End Tenancy on January 05, 2010. The tenants left the rental unit on January 15, 2010. The tenants had five days to pay the outstanding rent or apply to dispute the notice. The tenants did not pay the rent or dispute the notice and the landlord seeks to recover rent owed for January, 2010 of \$600.00

The landlord testifies that the tenants owe utilities for December, 2009. The landlord has provided the Dispute Resolution Officer with copies of the utility bills for this period. These bills show the tenant owes \$24.47 for water, \$15.65 for electricity and \$62.10 for gas.

The landlord claims the tenants did not clean the tiled floor of the unit. This was left in a dirty condition and the landlord incurred costs of \$150.00 to clean this floor and seeks to recover this from the tenants. (Pictures and receipt included in evidence).

The landlord has had to use the services of an interrupter to take part in the hearing today. He has incurred costs of \$60.00 for this service and seeks to recover this from the tenants.

The landlord has requested to keep the security and laundry deposits held of \$500.00 and requests to recover the filing fee paid for his application.

### Analysis

The tenants did not appear at the hearing, despite having been given a Notice of the hearing; therefore, I find the tenants have not disputed the fact that they owe the landlord rent for January, 2010. Based on this I uphold the landlords application for a Monetary Order for unpaid rent to the sum of **\$600.00** pursuant to s.67 of the *Act*. I Order the landlord to retain the tenants' security deposit and laundry deposit of **\$500.00** in partial payment towards the rent arrears pursuant to s. 38(4)(b) of the *Act*.

The landlord is requesting a monetary claim for unpaid utilities. Based on the testimony and the documentary evidence I find that the tenants failed to pay utilities that were billed in the landlords name and were not included in their rent and were the tenant's responsibility. Consequently I grant the landlord's monetary claim of **\$102.22** for unpaid water, electric and gas bills for December, 2009 pursuant to s. 67 of the *Act*.

The tenant vacated the rental unit without cleaning the floors as required by the *Act*. The landlord has incurred costs to clean the floors over and above what he would normally have to do to prepare it for a new tenant. Consequently, I find the landlord is entitled to recover the cost of **\$150.00** from the tenants pursuant to section 67 of the *Act*.

The landlord seeks to claim the cost of \$60.00 for an interpreter. However, as it is the landlords' choice to use these services, then these costs cannot be passed onto a tenant. Therefore, this section of the landlords' monetary claim is dismissed.

As the landlord has been largely successful with his application I find he is entitled to recover the filing fee of **\$50.00** for the cost of this application pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

Unpaid rent for January 2010	\$600.00
Cleaning costs	\$150.00
Filing fee	\$50.00
Subtotal	\$902.22

Less security deposits	(-\$500.00)
<b>Total amount due to the landlord</b>	<b>\$402.22</b>

### Conclusion2

I HEREBY FIND largely in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$402.22**. The order must be served on the respondents and is enforceable through the Provincial Court as an order of that Court.

The tenants claim is dismissed in its entirety without leave to reapply.

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 14, 2010.

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Dispute Resolution Officer