

DECISION

Dispute Codes: MND, MNDC, MNSD and FF

Introduction

This application was brought by the landlords seeking a Monetary Order loss of rent, unpaid utilities, damage to the rental unit, damage or loss, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against any balance found owing.

Despite having been served with the Notice of Hearing sent by registered mail on March 3, 2010, 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 claims presented based on whether the damage or losses are proven, whether they are attributable to the tenants and whether the amounts claimed are fair and substantiated.

Background and Evidence and Analysis

This tenancy began on April 1, 2009 under a fixed term agreement set to end on March 31, 2010. Rent was \$850 per month and the landlords hold a security deposit of \$425 paid on April 1, 2010.

As a matter of note, the landlords submitted an evidence package received at the branch on May 20, 2010. The Rules of Procedure require that evidence be submitted at least five clear business days in advance of the hearing. Given that the evidence was submitted on a Thursday before a long weekend and the hearing was conducted on the Tuesday following, I must find that the evidence was late and apparently did not arrive intact. However, I permitted the landlords to give the evidence orally.

During the hearing, the landlords gave evidence that the tenants had vacated the rental unit on February 28, 2010 without giving notice and without providing a forwarding address. However, the landlords were able to obtain the forwarding address and Canada Post tracking records confirm that the Notice of Hearing was received.

The landlords stated that the tenants have since moved again, and it is, therefore, possible that they did not received the evidence package.

The landlords claim and I find as follows:

Loss of rent for March 2010 - \$850. The landlords stated that because of the lack of notice and the extreme damage to the rental unit, they were unable to obtain new tenants until April 1, 2010. Therefore, I find that the landlords are entitled to the claim for loss of rent for March 2010.

Unpaid utilities - \$65. The landlords stated that the unpaid utilities were more in the order of \$100, but due to the difficulty of making a precise calculation, they claim the lower figure. This claim is allowed in full.

General Cleaning and Carpet Cleaning - \$446.25. The landlords claim this amount for professional general cleaning (\$250), carpet cleaning (\$175) plus tax (\$21.25). This claim is allowed in full.

Destroyed or missing furniture/utensils - \$200. The landlords submit that a loveseat, stuffed chair and coffee table were so badly damaged that they had to be discarded. In addition, the tenants removed a number of kitchen materials including plates and cutlery. The landlords stated that the amount claimed is based on second hand store replacement values. I find that the claim should be allowed in full.

Refuse removal and landfill charges - \$12 plus labour. The landlords claim for two trips to the landfill at \$6 dumping fee for each plus 7 person-hours for labour. I allow the landfill claim and \$10 per hour for labour for a total of \$82.

Drywall materials - \$125.28. The landlords submit claims for drywall materials necessitated by numerous holes in the wall, including patches and filler, screws, gypsum sheet , etc. This claim is allowed.

Painting materials - \$306.07. The landlords stated that, due to the number of holes in the walls and the necessary patching, the rental unit had to be completely repainted. They stated that the unit had been freshly painted when they purchased it two years ago. As standard depreciation tables place the useful life of interior paint at four years, I will permit 50 percent of this claim for a total of \$153.04.

Total labour – 100 hours. Given that the landlords have been awarded costs for cleaning, carpet cleaning and refuse removal, and given that part of it applies to the depreciated paint, I find this claim to be somewhat high.

As I cannot rely on the landlords' late evidence submission, I am left with the "reasonable person" test which leads me to conclude that 24 hours at \$20 per hour is within the norm for patching and repainting. Given that the painting portion would be depreciated, I allow \$300 on this claim.

Having found merit in the landlords' application I find that they are entitled to recover the filing fee for this proceeding from the tenants.

Thus, including authorization to retain the tenant's security deposit in set off, I find that the tenants owe to the landlords an amount calculated as follows:

Loss of rent for March 2010	\$ 850.00
Unpaid utilities	65.00
General cleaning & carpet cleaning	446.25
Destroyed, missing furniture & utensils	200.00
Refuse removal & landfill charges	82.00
Drywall materials	125.28
Painting materials	153.04
Labour	300.00
Filing fee	<u>50.00</u>
Sub total	\$2,271.57
Less retained security deposit (no interest due)	- 425.00
TOTAL	\$1,846.57

Conclusion

In addition to authorization to retain the security deposit in set off, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,846.57 for service on the tenants.

May 25, 2010