

## **Decision**

**Dispute Codes:** MNR, MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlords for a monetary order as compensation for unpaid rent, compensation for damage to the unit, retention of the security deposit, and recovery of the filing fee. The landlords and a family member assisting the landlords, participated in the hearing and gave affirmed testimony.

Despite being served with the application for dispute resolution and notice of hearing in person on April 19, 2010 at the unit address, and subsequently by way of registered mail at an address understood to be current for the tenant after he vacated the unit, the tenant did not appear.

### **Issues to be decided**

- Whether the landlords are entitled to any of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on or about March 1, 2009. Rent of \$500.00 is payable in advance on the first day of each month. A security deposit of \$250.00 was collected at the outset of tenancy. A move-in condition inspection report was not completed.

Arising from rent which was unpaid when due, it is understood that at some stage the landlords issued one or more 10 day notices to end tenancy for unpaid rent. Copies of any notices are not in evidence. The landlords testified that notices were served in person on the tenant. Ultimately, the tenant vacated the unit at the end of April 2010.

After the tenant vacated the unit without notice or provision of a forwarding address, the landlords found that the unit had suffered considerable damage. No move-out condition inspection report was completed.

Mail later delivered to the tenant at the unit included another address for him, and he was referred to by a variation of the first name by which the landlords knew him.

In summary, the landlords seek compensation in the overall amount of @ \$5,000.00. In part, this amount is comprised of \$500.00 for unpaid rent for March, \$500.00 for unpaid rent for April, and \$50.00 for the filing fee. Evidence submitted by the landlords includes various receipts, however, only some of these correlate with cleaning and repairs which the landlords claim were required following the end of tenancy. These expenses include plumbing and / or lighting fixtures, refuse disposal and sound shield. The actual nature of other expenses cannot be determined from the receipts. Receipts submitted total approximately \$1,076.53.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlords, I find that they have established a claim of \$1,050.00. This is comprised of \$500.00 in unpaid rent for March, \$500.00 in unpaid rent for April, and the \$50.00 filing fee. I order that the landlords retain the security deposit of \$250.00, and I grant the landlords a monetary order for the balance owed of \$800.00 (\$1,050.00 - \$250.00).

In the absence of sufficient documentary evidence to support their claim, the landlords' application for compensation related to cleaning and repairs is hereby dismissed.

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlords in the amount of \$800.00. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 4, 2010

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Dispute Resolution Officer

