

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, loss of rent, unpaid utilities, damage to the rental unit, damage or loss under the legislation or rental agreement, 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 January 15, 2010, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her 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 tenant and whether the amounts claimed are fair and substantiated.

Background and Evidence and Analysis

This tenancy began on February 1, 2008 and ended on or about October 15, 2009 after the landlord had served a Notice to End Tenancy for unpaid rent on October 8, 2009. Rent was \$2,500 per month and the landlord hold a security deposit of \$1,250 paid on January 1, 2008.

During the hearing, the landlord presented the following claims - fully documented with photographic evidence and paid invoices - on which I find as follows:

Unpaid rent - \$2,500. During the hearing, the landlord gave evidence that the tenant had not paid the rent for October 2009, resulting in service of the Notice to End Tenancy. This claim is allowed.

Loss of rent - \$2,500. The landlord stated that the tenant had left without giving notice, without providing a forwarding address and had left the rental unit in need of repair to the degree that it was not possible to find new tenants for November. Therefore the landlord claims and I find she is entitled to the loss of rent for November 2009.

Teresen gass - \$962.24. The tenant was responsible for utilities under the rental agreement, but the account was left in the landlord's name. The landlord submitted receipts from the gas company and a handwritten ledger of the tenant's payments to her. This claim is allowed in full.

Water – \$719. While the water account was in the tenant's name, unpaid bills are attached to the landlord's tax bill. This claim is allowed.

Hydro – \$40.97. The landlord stated that this claim is for November use of hydro. As the tenant was not resident in November, this claim is dismissed.

NSF cheques - \$200. The landlord has provided documentary evidence from her bank showing that the tenant had presented her with eight cheques that were NSF over the course of the tenancy. The landlord claims \$25 for each. This claim is allowed.

Dumpster - \$600.98. Supported by a paid invoice and photographic evidence illustrating the need, the landlord makes this claim for a rented disposal bin and dumping charges. This claim is allowed in full.

General Cleaning - \$500. The landlord submitted a paid invoice from a professional cleaning company for 17 hours at \$25 per hour plus tax and materials. The landlord made explanation that this is a large six-bedroom home. This claim is allowed.

Painting - \$672.00. On the basis of photographic evidence showing damage to the walls of the home well beyond normal wear and tear, the move-in/move-out Condition Inspection Reports (the latter of which the tenant did not attend despite being served with final notice) and paid invoice, this claim is allowed.

Carpet cleaning, stain removal - \$352.55. On the basis of photographic evidence and paid invoice, this claim is allowed in full.

Carpet replacement - \$359.74. The landlord stated that some carpeted areas were beyond cleaning and she spent this amount on replacement. She stated that the carpets were seven years old. Standard depreciation tables place the useful life of carpets at 10 years and I will therefore allow 30 per cent of this claim ($.30 \times \$359.74 = \107.92).

Advertising - \$166.95. Advertising is a cost of doing business that normally arises at the conclusion of any tenancy. Therefore, this claim is dismissed.

Stove and fan parts - \$23.16. The landlord makes this claim for replacement of parts for the stove and fan damaged by the tenant. The claim is allowed.

Material to repair paint chips on appliances - \$8.61. I accept that the chips were caused by the tenant and are beyond normal wear and tear. The claim is allowed.

Replace blue box, bags – \$9.00. The landlord stated that these were missing at the end of the tenancy. The claim is allowed.

Miscellaneous repair items – Home Depot, Rona and Canadian Tire - \$690.15.

The landlord stated that she and her husband did all of the labour themselves and make no claim for the work, but seek to recover their out-of-pocket expenses for miscellaneous materials required to repair damage done by the tenant, supported by submitted receipts and calculated as follows:

Home Depot	\$ 11.42	
	21.25	
	57.11	
	<u>81.24</u>	
Sub total	\$171.02	\$171.02
Rona	\$ 6.36	
	195.42	
	32.02	
	63.79	
	135.84	
	<u>81.24</u>	
Sub total	\$514.67	514.67
Canadian Tire	\$ 4.46	<u>4.46</u>
TOTAL		\$690.15

On examining the receipts in detail vis a vis the landlord's photographic evidence, I find that these claims should be allowed.

Filing fee - \$100. Having found merit in the landlord's application, I find that she is entitled to recover the filing fee for this proceeding from the tenant.

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

Unpaid rent for October 2009	\$2,500.00
Loss of rent for November 2009	2,500.00
Teresen gas	962.24
Water bill	719.00
NSF cheques	200.00
Dumpster	600.98
General cleaning	500.00
Painting	672.00
Carpet cleaing, stain removal	352.55
Carpet replacement	107.92
Stove and fan parts - \$23.16	23.16
Repair paint chips on appliances	8.61
Blue box, bags	9.00
Miscellaneous repair items	690.15
Filing fee	<u>100.00</u>
Sub total	\$9,945.61
Less retained security deposit	- 1,250.00
Less interest (January 21, 2008 to date)	- <u>17.73</u>
TOTAL	\$8,677.88

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$8,677.88 for service on the tenant.

June 28, 2010