

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, 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 December 31, 2009, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

As the landlord's agent had in error transposed her name and that of the landlord, as authorized under section 64(3)(c) of the Act, I have amended the application accordingly.

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 November 1, 2009 and ended on December 22, 2009. Rent was \$1,495 per month and the landlord hold a security deposit of \$747.50 paid on or about November 1, 2009.

During the hearing, the landlord presented the following claims on which I find as follows:

Unpaid rent and late & NSF fees - \$1,535. During the hearing, the landlord gave evidence that the tenant's authorized payment of the rent had failed due to insufficient funds and the rent had never been paid. Therefore, she claims and I find that she is entitled to an award of \$1,495 for the month's rent, \$15 in late fee and \$25 NSF fee.

Rekeying of locks - \$106.89. This claim was supported by a receipt and the rekeying of locks was necessary as the tenant did not return the keys at the end of the tenancy. This claim is allowed.

Cleaning and garbage removal - \$100. The landlord stated that the tenant had not cleaned the rental unit before moving and had left some refuse behind. This claim, supported by a receipt, is allowed in full.

Hydro - \$10.67. The landlord claims the balance of the hydro billing from December 23, 2009 to December 31, 2009 as per receipt submitted. This claim is allowed.

Filing fee - \$50. Having found merit in the landlord's application, I find that she is entitled to recover the filing fee for this proceed.

The landlord also raised claims for postage and painting during the hearing. These claims are dismissed as the former are not claimable as costs of doing business and that latter was not claimed on the original application with which the tenant was served.

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

Unpaid rent for December 2009	\$1,495.00
Late fee	15.00
NSF fee	25.00
Rekeying of locks	106.89
Cleaning & garbage removal	100.00
Unpaid hydro	10.67
Filing fee	50.00
Sub total	\$1,802.56
Less retained security deposit (no interest due)	- 747.50
TOTAL	\$1,055.06

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 \$1,055.06 for service on the tenant.

June 1, 2010