

DECISION

Dispute Codes: MNR, MND, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent and utilities, cleaning costs and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing in person when she returned to the rental unit on April 2, 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 unpaid rent and utilities, cleaning costs, filing fee and authorization to retain the security deposit.

Background and Evidence

This tenancy began on November 1, 2009 under a fixed term rental agreement set to end on April 30, 2010. Rent was \$1,700 per month and the landlord holds a security deposit of \$850 paid on October 26, 2009.

During the hearing, the landlord gave evidence that while he was out of the country in December of 2009, he was contacted by his property manager who advised him that the tenant had stated she intended to leave the fixed term agreement early.

As he would be out of the country for some time, the landlord offered the tenant a \$300 rent reduction if she would honour the fixed term agreement. The tenant took the \$300 discount for January and February, but vacated the rental unit on March 4, 2010.

The landlord testified that the tenant declined to provide a forwarding address when she returned to the rental property and was served with the Notice of Hearing on April 2, 2010. The landlord was unable to find new tenants until June 1, 2010.

The landlord claims return of the \$300 per month incentive offered to the tenant if she honoured the lease to its full term, plus \$56 per day for the three days in which she occupied the rental unit in March.

The landlord stated he chose not to claim the loss of rent for the balance of the fixed term agreement.

He gave evidence, supported by receipt, that the tenant had not paid \$149.86 in hydro billings as required under the rental agreement. He stated that the tenant had not cleaned the rental unit and he submitted receipts for general cleaning for \$256.49 and for carpet cleaning of \$120.

Analysis

I find that the landlord is entitled to a Monetary Order all of the claims submitted, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off as follows:

January 2010 rent shortfall	\$ 300.00
February 2010 rent shortfall	300.00
Rent for three days in March @ \$56 per day	168.00
Carpet cleaning	120.00
General cleaning	256.49
Unpaid hydro	149.86
Filing fee	<u>50.00</u>
Sub total	\$1,344.35
Less retained security deposit (No interest due)	<u>- 850.00</u>
TOTAL	\$494.35

Conclusion

In addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$494.35 for service on the tenant.

July 23, 2010