

DECISION

Dispute Codes: MNR, MND, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for damage to the rental unit, damage or loss under the legislation or rental agreement, recovery of the filing for this proceeding and authorization to retain the security and pet damage deposits in set off against any balance found owing.

A request for an Order of Possession on a Notice to End Tenancy for unpaid rent was rendered moot as the landlord had been awarded an Order of Possession following a hearing on June 14, 2019 on the tenants' application to set aside a Notice to End Tenancy for cause.

Despite having been served with the present Notice of Hearing sent by registered mail on June 12, 2010 while the tenants still resided in the rental unit, they did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, the hearing 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 submitted, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off.

Background, Evidence and Analysis

This tenancy began on January 1, 2010. Rent was \$1,500 per month and the landlord holds a security deposit of \$750 and a pet damage deposit of \$250, the former paid on December 12, 2009 and the latter on January 4, 2010.

During the hearing, the landlord gave evidence the tenants moved out of the rental unit on June 30, 2010 pursuant to a Notice to End Tenancy for cause. Despite having committed to doing so, they did not appear for the move-out condition inspection report and did not provide a forwarding address. The landlord also gave evidence that the tenants had denied her access to do a condition inspection on four occasions.

The landlord was able to serve the male tenant with her evidence package at his place of work, but she was unable to serve the female tenant with the evidence package. Therefore, the hearing proceeded on the uncontested verbal evidence of the landlord.

The landlord claims and I find as follows:

Loss of rent \$750. The landlord had originally claimed one full month's loss of rent, but stated that she had been able to get new tenants for the latter half of July 2010, so reduced the claim to one-half month's rent. She stated that the rental unit had been left in a state that was not suitable for showing in the latter part of the tenancy and required substantial cleaning and repair. This claim is allowed.

Garbage removal - \$300. The landlord stated that the amount of rotting foodstuffs left in the rental unit and insect infestation made it essential to have all refuse removed as soon as possible. This claim is allowed.

Pest Control - \$252. The landlord makes this claim for payment to a pest control company to deal with an insect infestation which the company representatives attributed to poor sanitation practices. This claim is allowed.

General Cleaning - \$452. While the landlord stated that she did a great deal of cleaning herself in an effort to minimize costs, she incurred this cost to bring the rental unit to a rentable standard. This claim is allowed.

Carpet cleaning - \$78.35. The landlord stated that this charge was for cleaning the stained downstairs carpeting. This claim is allowed.

Carpet replacement, materials - \$1,288. The landlord stated that, largely as a result of the tenants two dogs, the upstairs carpets were damaged and stained beyond cleaning. She gave evidence that her insurance adjuster had advised that the \$1,000 deductible that would be applied to multiple rooms made an insurance claim impractical. I accept the evidence of the landlord that the carpets were five years old. Standard depreciation tables set the useful life of carpets at 10 years, and I therefore allow one-half or \$644 on this claim.

Carpet replacement, labour - \$750. The landlord stated that she removed the old carpets herself in an effort to reduce costs. For reasons stated in the preceding item, I reduce the award on this claim by half to \$375.

Dump fees, carpets - \$12. The landlord incurred this cost when she took the old carpets to the landfill. The claim is allowed.

Lawn remediation - \$120 and \$517. The landlord gave evidence that, due to the severe damage to the lawn as a result of the tenants' two large dogs, she had to engage a lawn care specialist to start repair in May and June at \$60 per month. She stated that the lawn care company recommended top dressing, plug aeration and reseeding in the fall at an estimated \$517. I allow the claim for the work done in May and June 2010, \$120, but cannot allow the claim for the fall work as it has not yet been done and may not be required at the time.

Filing fee - \$50. Having found full merit in the landlord's application, I find that she should recover the filing fee for this proceeding.

Claims for postage and photographs are dismissed as recovery of such costs of doing business are not recoverable under the *Act*.

I hereby authorize and order that the landlord may retain the tenants' security and pet damage deposits in set off against the balance owed. Including recovery of the filing fee and authorization to retain the deposits, I find that the landlord is entitled to a Monetary Order calculated as follows:

Loss of rent for one-half of July 2010	\$ 750.00
Garbage removal	300.00
Pest Control	252.00
General cleaning	452.00
Carpet cleaning	72.35
New carpets, materials	644.00
New carpets, labour	375.00
Dump fees for old carpets	12.00
Lawn remediation	120.00
Filing fee	50.00
Sub total	<u>\$3,027.35</u>
Less retained security deposit (No interest due)	- 750.00
Less pet damage deposit	- 250.00
TOTAL	\$2,027.35

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 \$2,027.35 for service on the tenants.

July 28, 2010