

DECISION

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

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, 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. The landlord also sought an Order authorizing substitute service rendered unnecessary by the attendance of one of the tenants.

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 against the balance.

Background, Evidence and Analysis

This tenancy began on February 1, 2009 under a 12 month fixed term agreement. Rent was \$830 per month plus utilities and the landlord holds a security deposit of \$415 and a pet damage deposit of \$300, the former paid on January 1, 2009.

During the hearing, the landlord gave uncontested evidence the tenants moved out of the rental unit on August 21, 2009 with short notice and in breach of the fixed term agreement.

The landlord claims and I find as follows:

Loss of rent for September 2009 - \$830. The landlord stated that he had not been able to find new tenants until October 1, 2009 and makes claim for loss of rent of \$830, a claim not challenged by the tenant. This claim is allowed in full.

Unpaid utilities - \$80. The tenant conceded this claim and it is allowed in full.

Patch and repaint hold in wall - \$340. The landlord makes this claim for repairing a hole in the wall. The tenant conceded the hole resulted when he and his fiancée were attempting to move their elliptical machine out of the rental unit but contests the amount of the claim and had no receipt from the landlord. The landlord stated that in addition to patching the hole, the claim includes the cost of repainting the kitchen, made necessary as the service provider was unable to match the paint colour. The landlord stated that the paint job was five years old which would have been fully depreciated. Therefore, I find that \$150 is reasonable compensation for this claim.

Liquidated damages - \$400. As per the rental agreement, I find that the landlord is entitled to this claim to cover the administrative costs of finding new tenants.

Filing fee - \$50. Having found substantial merit in the landlord's application, I find that he is entitled to recover the filing fee for this proceeding from the tenants.

The tenant concurs that the security and pet damage deposits should be 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 September 2009	\$ 830.00
Unpaid utilities	80.00
Repair damaged wall	150.00
Liquidated damages	400.00
Filing fee	50.00
Sub total	<u>\$1,510.00</u>
Less retained security deposit (No interest due)	- 415.00
Less pet damage deposit (No interest due)	- 300.00
TOTAL	\$ 795.00

Conclusion

In addition to authorization to retain the security and pet damage deposits, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$795.00 for service on the tenants.

July 29, 2010