

## **DECISION**

### **Dispute Codes:**

OPC; MNR; MND, MNDC, FF

### **Introduction**

This is the Landlords' application for an Order of Possession; a Monetary Order for unpaid rent and damages to the rental unit; and to recover the cost of the filing fee from the Tenants.

The Landlords gave affirmed testimony at the Hearing.

The Landlord TR testified that the Tenants were served with the Notice of Hearing documents by handing the documents to the Tenants at the male Tenant's place of work on June 11, 2010. The Landlords provided a copy of the Notice of Dispute Resolution Hearing with the Tenants' signatures acknowledging receipt. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded on its merits.

### **Preliminary Matter**

At the outset of the Hearing, the Landlords testified that the Tenants moved out of the rental unit on June 22, 2010. Therefore an Order of Possession is no longer required and this portion of the Landlords' application is dismissed.

### **Issues to be Decided**

- Are the Landlords entitled to a Monetary Order for unpaid rent and damages to the rental unit?

## **Background and Evidence**

The Landlords gave the following testimony and evidence:

A copy of the tenancy agreement was entered in evidence. Monthly rent was \$975.00 per month, due the first day of each month. The Tenants paid a security deposit in the amount of \$480.00 on March 29, 2010.

The Landlords testified that the Tenants paid partial rent only for the month of June, 2010, and the balance of \$375.00 remains unpaid. The Landlords stated that the Tenants broke a door at the rental unit and left garbage at the rental unit. The Landlords attested, and the addendum to the tenancy agreement confirms, that the rental unit was a non-smoking unit. The Landlords testified that the Tenants smoked in the rental unit, which caused the Landlords to clean and deodorize the rental unit to rid the rental unit of the odour. The Landlords testified that the Tenants removed some curtain rods, curtains and mats from the rental unit. The Landlords testified that some light bulbs had to be replaced. The Landlords stated that the Tenants did not return the keys to the rental unit and therefore the Landlords had to replace the lock.

The Landlords provided receipts for the cost of cleaning, deodorizing, garbage removal and repairing the door. The Landlords are not seeking compensation for their labour. The Landlords testified that they provided the Tenants with copies of the receipts on July 19, 2010 and the male Tenant's place of employment.

The Landlords seek a monetary award, calculated as follows:

Unpaid rent for June, 2010	\$375.00
Deodorizer	\$35.16
Cost to shampoo carpets	\$53.74
Cost of repair door	\$173.25
Cost of dispose of garbage	\$15.00
Cost of lock, light bulbs, rods, curtains, mats	<u>\$116.69</u>
TOTAL MONETARY CLAIM	\$768.84

The Landlords asked to apply the security deposit in partial satisfaction of their monetary claim.

### Analysis

Based on the undisputed testimony and documentary evidence of the Landlords, and in the absence of any evidence to the contrary from the Tenants, the Landlords have established their monetary claim.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the Landlords' monetary claim. No interest has accrued on the security deposit.

The Landlords have been successful in their application and are entitled to recover the cost of the \$50.00 filing fee from the Tenants.

The Landlords have established a monetary claim as follows:

Un paid rent	\$375.00
Damages	\$393.84
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$818.84
Less security deposit	- \$480.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$338.84</b>

### Conclusion

I hereby grant the Landlords a Monetary Order in the amount of \$338.84 against the Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 12, 2010.

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Dispute Resolution Officer