

DECISION

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

Introduction

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

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 began on November 6, 2009 under a fixed term agreement and becoming a month-to-month tenancy on February 1, 2010. The rent was \$400 per month and the landlord held a security deposit of \$200.

However, during the hearing, the landlord gave evidence that the tenant had voluntarily surrendered the security deposit in late January or early February 2010 to repair a door and frame damaged when police had to make forced entry to the rental unit.

The landlord also noted that the second respondent is the sister of the male tenant who voluntarily co-signed the rental agreement when the tenant had been unable to provide references to qualify for the tenancy. By so doing, the co-signer assumed joint and several liability with respect to the tenancy.

During the hearing, the landlord gave evidence that the tenants had vacated the rental unit on March 7, 2010 without giving notice or paying the March rent. Neither the tenant, nor the co-tenant, nor their mother, who had offered to do so, attended to participate in a scheduled move out condition inspection. The landlord said she had attempted to reach a settlement with the parties before bringing this application but had been unable to succeed.

The landlord makes claim for various damages, on which I find as follows:

Rent for March 2010 - \$400. By failing to give proper notice as required under section 45 of the *Act*, the tenants are responsible for the March rent and this claim is allowed in full.

Late fee - \$35. I reduce the award on this claim to \$25 as the maximum permitted under the *Regulations*.

Patching holes in wall - \$13.60. I find this claim to be fair and justified and it is allowed in full.

Refrigerator damage and cleaning - \$125. The landlord stated that the refrigerator had been new at the beginning of the four-month tenancy. At the end, the door was dented, racks were broken and it had not been cleaned. I find that this claim should be allowed in full.

Repair three cupboard doors - \$40. I find this claim to be fair and reasonable at it is allowed in full.

Baseboards kicked out and missing - \$15. I find the landlord's claim to be reasonable and it is allowed in full.

Damaged and missing flooring - \$30. Due to damage to the laminate flooring, the landlord had to replace some sections and this claim is allowed in full.

Touch-up painting - \$50. This claim is allowed in full.

Disposal of three mattresses, 1 mirror, two frames - \$62. The landlord attempted to have the tenants remove these materials but was instructed to dispose of them. This claim made up of a \$15 trucking fee and \$47 dumping fee is allowed in full.

Replace broken lock at tenant's request - \$45. Following a second event during which police had to force entry to the rental unit, the tenant requested the landlord to have the lock repaired. This claim is allowed.

Locating and cleaning missing microwave oven - \$5. The tenant had loaned the microwave oven belonging to the rental unit to another tenant. The landlord makes this claim for the time spent locating and for cleaning it. The claim is allowed.

Cleaning door, walls, baseboards and cupboard doors - \$10. Allowed.

Registered mail - \$17.90. Evidence preparation and service of documents are regarded as costs of doing business and not recoverable. This claim is dismissed.

Filing fee - \$50. As the application has succeeded, I find that the landlord should recover the filing fee for this proceeding.

Thus, I find that the tenant and co-signer owe to the landlord an amount calculated as follows:

Unpaid rent for March 2010	\$400.00
Late fee	25.00
Patching holes in wall	13.60
Refrigerator damage and cleaning	125.00
Repair cupboard doors	40.00
Repair baseboards	15.00
Repair flooring	30.00
Touch-up painting	50.00
Disposal of mattresses, etc.	62.00
Replace broken lock	45.00
Locate, cleaning missing microwave	5.00
Clean door, walls, baseboards and cupboard doors	10.00
Filing fee	50.00
TOTAL	\$870.60

Conclusion.

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$870.60 for service on the tenants.

August 30, 2010
