

INTERIM DECISION

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

Introduction

By application of May 25, 2010 the landlord seeks a Monetary Order for unpaid rent, damages to the rent unit, loss or damage under the rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

While the landlord initially applied for loss or damage under the rental agreement, retention of the security deposit and recovery of the filing fee, I have exercised the discretion granted under 64(3)(c) to amend her application to accommodate the claims and evidence submitted for loss of rent and damage to the rental unit.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order and in what amount and whether she is entitled to retain the security deposit in set off against any balance found owing.

Background and Evidence

This tenancy began on March 1, 2008 under a fixed term rental agreement to February 28, 2009, and was renewed March 1, 2009 under a fixed term rental agreement set to end on February 28, 2010.

Rent was \$1,600 per month and the landlord holds a security deposit of \$800 paid on or about March 1, 2008.

During the hearing, the landlord gave evidence that the tenants had given Notice on November 5, 2009 that they wished to end the tenancy on December 31, 2009. The parties appear to have accommodated one another – the landlord by seeking and finding new tenants for January 1, 2010 and the tenants by initially offering to give up vacant possession in time for the landlord to prepare the rental unit.

However, the landlord claims \$400 in unpaid rent for December 2009 which was uncontested by the tenants. The landlord also claimed \$301 for carpet cleaning, \$1,960.84 for replacement of two bedroom carpets, and \$400 in compensation to the new tenants as cleaning work had to continue into their tenancy because of the condition in which the rental unit was left.

While the hearing was underway, the tenants advised that they had filed for dispute resolution to claim return of their security deposit under section 38(6) of the *Act*.

On learning that, the landlord stated that she had claimed substantially less than her actual costs and losses in an effort to be considerate of the tenants. However, in view of the tenants' claims, she wished to amend her application to include the additional items.

Adjournment

The parties made an effort to reach a settlement but were unable to finalize an agreement.

Therefore, in the interest of fairness to of both parties, I found that these cross applications should be heard at the same time.

Therefore, this hearing will reconvene at 9 a.m. on February 9, 2011 as set out in the attached Notice of Hearing and which is the same time as the tenant's application has been set for hearing.

October 13, 2010