

## **DECISION**

**Dispute Codes:** MNDC, MND and FF

### **Introduction**

This application was brought by the landlord on June 14, 2010 seeking a Monetary Order for damage or loss under the legislation or rental agreement, damage to the rental unit and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on June 11, 2010, neither the tenant nor the co-signer called in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

As a matter of note, this tenancy was the subject of a hearing on January 7, 2010 in which the landlord was granted a monetary award of \$5,050 for unpaid rent and filing fee with the landlord receiving a Monetary Order of \$4,350 and authorization to retain the security deposit in set off.

At the commencement of the present hearing, the property manager (the landlord) gave evidence that the co-signer had contacted her company after service of the previous Monetary Order and stated that he had not co-signed the rental agreement. She stated that she had anticipated he would appear to address that claim, but he had not and remains as a respondent.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the damage, damage or loss and recovery of the filing fee.

### **Background, Evidence and Analysis**

This tenancy began on May 6, 2009 under a fixed term rental agreement to end on May 31, 2010. Rent was \$1,400 per month and the landlord held a security deposit of \$700 which was awarded in the previous hearing. The tenant vacated on or about December 31, 2009, confirmed by the property manager on January 15, 2010.

In the present matter, the landlord claims and I find as follows:

**Loss of rent for February 2010 - \$1,400.** I note that in the previous hearing, the landlord was granted loss of rent for January 2010 and the decision identified that award as "...full and final compensation for dissolution of the fixed term lease...." Therefore, this claim is dismissed.

**Replacement of damaged blinds - \$308.** The landlord submitted a receipt in support of this claim and gave evidence that there had been violent incidents in the rental unit between the tenant and her boyfriend, consequently incarcerated. The incidents resulted in substantial damage including that to the blinds. This claim is allowed.

**Rekeying of suite locks - \$82.91.** The landlord stated that the tenant had returned only one of two sets of keys necessitating the rekeying and the claim is supported by a receipt. This claim is allowed.

**Replace of building entry fob - \$140.00.** The landlord gave evidence that only one of two entry fobs was returned. The strata corporation imposed a charge of \$100 on the landlord for replacement of the fob and a \$40 reprogramming fee. The claim is allowed.

**Cleaning of stained carpet - \$160.** This claim was supported with a receipt and it is allowed.

**Paint materials - \$168.18.** The landlord stated that the paint job was new at the beginning of the tenancy. However, due to a number of holes in the walls, the suite had to be repainted. This receipted claim is allowed in full.

**Painting and patching labour - \$645.** As noted in the preceding item, this claim is allowed in full.

**Replacement of two doors with holes kicked in them - \$151.20.** The landlord submitted a receipt for this claim and it is allowed in full.

**Priming and painting of replacement doors - \$100.** Receipt submitted and the claim is allowed.

**Theft of fire extinguisher from storage space - \$60.** The landlord submits a copy of a letter dated January 19, 2010 to the tenant (copy to the landlord's property manager) from the strata corporation's property manager advising that the strata council had video footage of the tenant removing a fire extinguisher from a storage room. The letter gives the parties 14 days to respond. The landlord was subsequently charged \$60 for the extinguisher. In the absence of any evidence to the contrary, I allow this claim in full.

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

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

Replace blinds	\$ 308.00
Rekey locks	82.91
Replace, reprogram fob	140.00
Clean stained carpets	160.00
Paint materials	168.18
Painting and patching labour	645.00
Replace two damaged doors	151.20
Prime and paint replacement doors	100.00
Replace fire extinguisher	60.00
Filing fee	<u>50.00</u>
<b>TOTAL</b>	<b>\$1,865.29</b>

## **Conclusion**

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,865.29** for service on the tenant and co-signer.

October 22, 2010