

DECISION

Dispute Codes: OPR, MNR, MNSD and FF

Introduction

This application was brought by the landlord on August 11, 2010 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served on August 2, 2010. The landlord also sought a Monetary Order for the unpaid rent.

Subsequently, the landlord learned that the tenant had moved and amended his application, received August 27, 2010, to remove the request for an Order of Possession and added claims for damages to the rental unit, recovery of his filing fee and authorization to retain the security deposit in set off against the balance owed.

The matter was dealt with as a Direct Request proceeding on August 18, 2010, but was adjourned to the present participatory hearing due to a need to clarify the service of the Notice to End Tenancy.

Despite having been served with the notice of the present participatory hearing by registered mail, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issues to be Decided

This application now requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent/loss of rent, damages to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Background and Evidence and Analysis

This tenancy began on April 11, 2010 and ended on August 16, 2010. Rent was \$880 per month and the landlord holds a security deposit of \$450 paid on or about April 10, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served when the tenant had not paid the \$880 rent due on August 1, 2010. On regaining possession of the rental unit, the landlord found and has since remedied damage to the rental unit and makes a number of claims – supported by receipts, itemized accounting and photographic evidence on which I find as follows:

Rent/loss of rent for August 2010 - \$880. This claim is allowed in full.

Locks, sink stopper and toilet seat replacement - \$90.63. These items include materials and 1.5 hours labour at \$30 per hour and are supported by receipts. The landlord stated it was necessary to replace two locks as the tenant had not returned keys and that the toilet seat hinges had been left broken. This claim is allowed in full.

Painting - \$137.84. This claim is supported by photographic evidence and receipts and includes materials and 3.5 hours labour at \$30 per hour. It is allowed in full.

Replacement of blinds, door mat, smoke detector batteries, phone switch cover - \$98.76. This claim, supported by receipts, covers kitchen window blinds damaged by the tenant's dog, missing vertical blinds for a sliding glass door and replacement of a cover plate and .5 hours labour. This claim is allowed in full.

Carpet cleaning – \$201.60. On the basis of receipt and photographic evidence, this claim is allowed in full.

Replacement of kitchen towel bar - \$15.67. Receipt was provided and this claim is allowed.

General cleaning and interior and exterior debris removal - \$300. On the basis of photographic evidence, this claim is allowed 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 tenant.

Security deposit - \$450. I find that the landlord is entitled to retain the security deposit in set off against the balance owed. No interest accumulated during the period of the tenancy.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for August 2010	\$880.00
Locks, stopper, toilet seat	90.63
Painting	137.84
Replacement of blinds, mat, batteries, switch cover	98.72
Carpet cleaning	201.60
Towel bar	15.67
Cleaning a debris removal	300.00
Filing fee	50.00
Sub total	\$1774.46
Less retained security deposit (No interest due)	- 450.00
TOTAL	\$1,324.46

Conclusion

In addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,324.46**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

October 6, 2010