

Decision

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

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security & pet damage deposits, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite in-person service on tenant “SM” on June 17, 2010 with the application for dispute resolution and notice of hearing, she did not appear. Further, despite service by way of registered mail on tenant “LT” of the application for dispute resolution and notice of hearing, he did not appear. Subsequently, the tenants refused delivery of the landlord’s service by way of registered mail of additional evidence.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from July 1, 2009 to July 1, 2010. Rent in the amount of \$2,000.00 was payable in advance on the first day of each month. A security deposit of \$1,000.00 was collected on June 22, 2009, and a pet damage deposit of \$500.00 was collected on July 1, 2009.

Arising from rent which was in arrears on March 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities March 2, 2010. A copy of the notice

was submitted into evidence. Subsequently, on March 16, 2010 the tenants paid the landlord \$3,280.00. However, no rent was paid for April or May and without proper notice to the landlord the tenants vacated the unit on May 5, 2010. Upon accessing the unit the landlord found there was a need for extensive cleaning, painting, repairs and removal of garbage. On June 28 and July 8, 2010, tenant "LT's" brother attended the unit to remove some of the possessions left behind in the unit by the tenants. Evidence submitted by the landlord includes, but is not necessarily limited to, photographs, invoices and miscellaneous receipts. After completion of work required in the unit and after posting advertisements, new renters were found effective from October 1, 2010.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim of \$9,784.75, as follows:

\$6,000.00: unpaid rent / loss of rental income for April, May & June 2010

\$346.76: unpaid utilities (gas & hydro) to mid-May 2010

\$658.11: unpaid television cable and long distance calls

\$320.00: cleaning required in the unit

\$94.50: locksmith services

\$1,200.00: labour & materials for painting and repairs to walls & doors

\$457.98: electrical services & repairs to appliances

\$407.40: carpet cleaning

\$200.00: disposal of garbage

\$100.00: filing fee

Sub-total: \$9,784.75

I order the landlord to retain the combined security and pet damage deposits in the amount of \$1,500.00 (\$1,000.00 + \$500.00) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$8,284.75 (\$9,784.75 - \$1,500.00).

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the landlord's claim for costs associated with registered mailings is hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$8,284.75**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: November 2, 2010

Dispute Resolution Officer