

DECISION

Dispute Codes: MNSD, MNR, MNDC MND FF

Introduction

This is the Landlords' application for a Monetary Order for unpaid utilities, compensation for damage or loss and damages to the rental unit; to apply the security deposit towards partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlords gave affirmed testimony at the Hearing.

The Landlord AC testified that the Tenants were mailed the Notice of Hearing documents to the Tenants on July 14, 2010, by registered mail, to the forwarding address provided by the Tenants on the Condition Inspection Report. A copy of the Condition Inspection Report was entered in evidence. The Landlords provided a copy of the registered mail receipt and tracking number in evidence. The Landlords mailed the Notice of Hearing documents to both Tenants together in the same envelope.

The Landlord AC testified that the registered mail package was returned to the Landlords unclaimed. On July 28, 2010, the Landlords sent a letter to the Tenants, by regular mail, advising them that though they had not claimed the registered mail they may still be deemed to have been served. The Landlord also sent an email to the Tenants with the same information enclosed in the email. Copies of the letter and the email were entered in evidence.

Pursuant to the provisions of Section 71(2)(b), I find that the Tenants were sufficiently served for the purposes of this Act on July 19, 2010 (five days after the documents were mailed to the Tenants by registered mail). Despite being served, the Tenants did not sign into the conference and the Hearing continued in their absence.

Issue(s) to be Decided

- (1) Are the Landlords entitled to a monetary order for unpaid utilities, compensation for early termination of the lease; and damages to the rental unit?

Background and Evidence**The Landlords gave the following testimony:**

The tenancy began on October 1, 2008. A copy of the tenancy agreement and addendum was entered in evidence. The tenancy was for a fixed term, due to end on August 31, 2009. Monthly rent was \$1,650.00 per month, due on the first day of each month. The Tenants paid a security deposit in the amount of \$825.00 on August 25, 2008.

The rental unit is the lower suite of a house. The Landlords live in the upper suite. The Tenants were responsible for 40% of the hydro bills and 50% of the cable and high speed internet bills. The Tenants paid \$125.00 a month for these utilities. At the end of the lease, a final accounting and reconciliation was to be done. The Landlords provided an accounting in evidence, indicating the following:

40% of total hydro	50% of total cost of cable and internet	Total amount paid by Tenants	Balance owing by Tenants
\$1,066.01	Plus \$430.95	Less \$1,187.50	\$309.46

The Tenants ended the tenancy early. The Tenants gave verbal notice in April that they wanted to move out. The Landlord advertised the rental unit in the local newspaper and were able to re-rent the rental unit for June 1st. The Landlords seek their administrative costs in re-renting the rental unit in the amount of \$165.90, and provided a copy of the invoice for the newspaper advertisements in evidence.

The Tenants did not clean the rental unit before they moved out. There were nails, gouges through the paint and scuff marks on the walls. The walls were freshly painted when the Tenants moved in. There were 6 light bulbs that were missing or burned out. The parties performed an inspection of the rental unit at the beginning and the end of the tenancy. A copy of the Condition Inspection Report was entered in evidence.

The Landlords provided copies of invoices and receipts for cleaning the rental unit, repairing and painting the walls, and replacing the light bulbs. The Landlords seek to be reimbursed for these costs.

The Landlords' are seeking a Monetary Order, calculated as follows:

Unpaid utilities	\$309.46
Cost of advertising the rental unit	\$165.90
Wall repair and painting	\$830.00
Replacing 6 light bulbs	\$24.00
Cost of cleaning rental unit	<u>\$150.00</u>
SUBTOTAL	\$1,479.36
Less security deposit and \$4.36 interest	<u>-\$829.36</u>
Balance	\$650.00

Analysis

The Condition Inspection Report provided in evidence indicates that the Tenant who was present at the move-out inspection agreed that the Report "fairly represents the condition of the rental unit". The Report notes that the rental unit was dirty/filthy/needs cleaning. The Report also notes that the walls were marked or in need of repair in the following rooms: living room; dining room; main bathroom; master bedroom; second bedroom and utility room.

On the Report, the attending Tenant further noted "I [Tenant's name] agree to the following deductions from my security and/or pet damage deposit: whatever costs are". Co-Tenants are jointly and severally liable for damages incurred under a tenancy

agreement. I find that the Tenants agreed to pay for the damages to the walls, burned out or missing light bulbs and the cost of cleaning the rental unit. I further find that the costs of these repairs are reasonable and have been substantiated by the Landlords.

The Tenants ended the tenancy early and the Landlords seek administrative costs for re-renting the rental unit. I find the costs sought are reasonable and have been substantiated by the Landlords.

The addendum to the Tenancy agreement indicates that the Tenants agreed to pay 40% of hydro and 50% of cable and internet charges. I find that the Landlords have substantiated their claim for the shortfall of \$309.46.

Based on the documentary evidence and undisputed testimony of the Landlords and the absence of any evidence to the contrary from the Tenants, the Landlords have established their claim in the amount of \$1,479.36.

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the security deposit, together with accrued interest in partial satisfaction of their monetary claim. Interest in the amount of \$4.36 has accrued on the security deposit.

The Landlords have been successful in their claim and are entitled to recover the cost of the filing fee from the Tenants.

I hereby provide the Landlords with a monetary order against the Tenants, calculated as follows:

Monetary award	\$1,479.36
Recovery of filing fee	\$50.00
Less security deposit and accrued interest	<u><\$829.36></u>
TOTAL amount due to Landlords after set off	\$700.00

Conclusion

I hereby provide the Landlords a Monetary Order in the amount of **\$700.00** against the

Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 19, 2010.
