



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified that he served the tenants at the dispute address as the tenants failed to return the mailbox key and they have confirmed that the tenants have received other mail at this mailbox before and after this service.

Based on the landlord's testimony I accept that the tenants were served sufficiently for the purposes of this proceeding.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began on September 19, 2009 as a 1 year fixed term tenancy for a monthly rent of \$1,500.00 due on the 1st of the month, a security deposit of \$750.00 and a pet damage deposit of \$750.00 were paid.

The landlord testified the tenants did not pay rent for the month of May 2010 when it was due and on May 13, 2010 the landlord issued a 10 Day Notice to End Tenancy with an effective vacancy date of May 23, 2010.

While the landlord cannot tell when the tenants actually moved out he testified that they were still in the rental unit after June 1, 2010. Once he determined the tenant's had vacated the landlord gained access and proceed to clean the rental unit.

The landlord attempted to clean the carpets and when they would not come clean he had them replaced. The landlord claims only 20 % of the actual carpet replacement costs in recognition of the age of the carpets (approx. 12 years). He also noted that all the closet doors were removed and the hardware was missing. He testified the tub had been cracked and required repair and that the yard and house required about 7 hours of clean up. He also stated the tenants failed to return any keys to the unit

The landlord has provided into evidence, receipts for his entire claim except for the tub repairs. The landlord's claim is outlined in the following table:

Description	Amount
Rent	\$3,000.00
Carpet Cleaning	\$127.10
Closet hardware	\$72.01
Carpet replacement – total \$2,171.53	\$434.30
Tub repair	\$175.00
Cleaning house and yard \$15/hr – 7 hours	\$105.00
Rekeying locks	\$113.89
Total	\$4,027.30

Analysis

In the absence of any contrary evidence or testimony, I accept the landlord's testimony that the tenants failed to pay rent for May 2010 and that they failed to vacate the rental unit in accordance with the 10 Day Notice but did vacate the rental unit sometime in June 2010.

Section 37 of the Act requires tenants who are vacating a rental unit to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear and give the landlord all the keys that are in the possession of the tenant.

I also accept the landlord's testimony as to the condition of the rental unit and the landlord's inability to rent the unit until it had been cleaned and repair thus losing rent for the month of June 2010.

Based on the landlord's testimony and his receipts I accept the tenants are responsible for the repairs to the rental unit and the landlord is entitled to all damages claimed except for the tub repair, as the landlord has failed to provide any documentation supporting that portion of his claim.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,902.30** comprised of \$3,000.00 rent owed; 1,852.30 for damages and cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit, pet damage deposit and interest held in the amount of \$700.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,402.30**. This order must be served on the tenants and may be filed in the Provincial Court (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 26, 2010.

Dispute Resolution Officer