

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for monetary orders for unpaid rent and utilities, loss of rent, for damage to the rental unit, for compensation under the Act and the tenancy agreement, and an order to retain the security deposit in partial satisfaction of the claim.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by personal service on July 28, 2010, which was witnessed by a third party, the Tenant did not appear. I find the Tenant has been duly served, in accordance with the Act.

The Landlords appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Are the Landlords entitled to the monetary compensation sought from the Tenant?

Background and Evidence

This tenancy began on August 15, 2009, with the parties entering into a written, one year fixed term tenancy agreement. The rent was to be \$1,500.00 per month, until the agreement ended on August 31, 2010. The Tenant paid a security deposit of \$750.00 on August 15, 2009.

According to the affirmed testimony and submissions of the Landlords, in November of 2009, the Tenant made a partial payment on the rent of \$500.00, leaving a balance of \$1,000.00 due to the Landlords. The Landlords issued a 10 day Notice to End Tenancy to the Tenant. In December of 2009, the Tenant had not vacated the rental unit as required under the 10 day Notice to End Tenancy. Nevertheless, the Tenant paid \$200.00 for December rent to the Landlords, leaving a balance due of \$1,300.00

Sometime in January of 2010, the Tenant abandoned the rental unit without providing notice to the Landlords.

The Landlords testified and provided evidence that the Tenant failed to clean the rental unit, did not remove garbage and debris when he vacated, and caused damages to the drywall in the rental unit. The Landlords allege there was a domestic dispute at the rental unit involving the Tenant and his girlfriend. The Landlords testified that the Tenant had left a lot of personal belongings in the rental unit. They were able to contact the Tenant's girlfriend and she removed a few items from the rental unit.

The Landlords were able to find a new renter for the month of February 2010, however, they have provided evidence that the rent for the new renter had to be lowered by \$100.00, compared to the tenancy agreement with the Tenant.

The Landlords also had to pay the electricity bill, as the Tenant failed to pay the final bill. It was a term of the tenancy agreement that the Tenant had to pay for electricity. The Tenant also did not return the keys to the rental unit and the Landlords had to have the locks changed.

In evidence, the Landlords provided receipts, invoices and photographs of the rental unit after the Tenant vacated.

The Landlords claim as follows:

a.	Unpaid rent for November, December of 2009, and for January 2010	3,800.00
c.	Ferry trips, gas and meals	334.58
d.	Labour for cleaning and repairing the rental unit	300.00
e.	Garbage removal and dump fees	166.00
f.	Carpet cleaning	210.00
g.	Cleaning of rental unit	380.00
h.	Drywall repairs	175.00
i.	Locksmith	119.28
j.	BC Hydro electrical bill	158.29
k.	Filing fee	100.00
	Total claimed	\$6,443.15

Analysis

Based on the testimony, evidence, photographs and on a balance of probabilities, I find that the Tenant abandoned the rental unit without paying all rent due, breached the term tenancy agreement and the Act by ending the tenancy early, did not clean the unit, or make necessary repairs, or pay the final electricity bill.

I find the breaches of Act and tenancy agreement by the Tenant has caused losses to the Landlords.

I do not allow the claims of the Landlords for ferry trips, gas or meals, as these amounts are not claimable under the Act as the Landlords do not live near the rental unit.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore, I find that the Landlords have established a total monetary claim of **\$6,108.57** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the Landlords retain the deposit of **\$750.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$5,358.57**.

This order 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: December 23, 2010.

Residential Tenancy Branch