

DECISION

Dispute Codes: MNR, MNDC, MNSD and FF

Introduction

This application was brought by the landlords on November 12, 2010 seeking an Order of Possession and a Monetary Order for unpaid rent pursuant to a Notice to End Tenancy for unpaid rent served in person on November 4, 2010.

By amendment to his application on November 19, 2010, the landlord advised that the tenant had vacated the rental unit in mid-November and he withdrew the request for an Order of Possession. At the same time, the landlord amended the application to now include monetary claims for unpaid rent, damage 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.

The landlord gave evidence that he had served the tenant with the Notice of Hearing on November 14, 2010 and with the amended application and evidence on November 19, 2010, both times in person.

Despite having been so served, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application now requires a decision on whether the landlord is entitled to monetary compensation for the unpaid rent, damage 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.

With respect to damages, the landlord must establish that the damages exist, that they were caused by the tenant, that the sums claimed are reasonable and/or substantiated, and that he did whatever was reasonable to minimize his losses.

Background, Evidence and Analysis

This tenancy began on April 3, 2009. Rent was \$1,750 and the landlord holds a security deposit of \$900 paid on April 6, 2009.

During the hearing, the landlord gave evidence that he had served the Notice to End Tenancy when the tenant's cheque for November rent was returned NSF.

He stated that the tenant had vacated in mid-November without notice and without providing a forwarding address, but that he was able to serve the tenant with all documents in person at his place of employment.

The landlord claims and I find as follows:

Unpaid rent for November 2010 - \$1,750. The landlord stated that, at the time of the hearing the November rent remained unpaid. Therefore, this claim is allowed in full. The landlord had requested loss of rent for December 2010 due to the time needed to

make repairs; however, as the hearing predated December and it cannot be foreseen when new tenants will take move in, I cannot award loss of rent at present.

Replacement of Carpets - \$5,296.18. The landlord gave evidence that the tenant had work on cars in the garage and that appears to have been a factor in the severe soiling and tearing of carpets throughout the rental unit. He stated that the tenant had the carpets cleaned, but the damage was beyond cleaning. The landlord submitted numerous photographs and receipts of \$3,840.18 for carpets and \$1,456.00 for installation in support of this claim. The landlord stated that the carpets had been new in July of 2005. I find that the tenant did damage the carpets beyond remediation. Standard depreciation tables estimate the useful life of carpets at 10 years. Therefore, I find that the tenant is responsible for one-half of the cost of replacement, $\$5,296.18/2 = \$2,648.09$.

Replace garage door opener – \$44.92. The landlord stated that the tenant had told him he had lost the garage door opener which the landlord has now replaced. This claim is allowed in full.

Replacement of blinds - \$300. The landlord has submitted photographs showing two windows without blinds and one with a broken blind and claims \$300 for the cost of replacement. However, in the absence of a receipt or estimate for the cost of replacement, I must find that the landlord has not proven the extent of this loss. Therefore, I will allow one-half of this claim; \$150.

Garage power washing - \$75. As noted, the tenant did mechanical work in the garage and on the basis of photographic evidence, I find that this claim should be allowed.

General cleaning - \$192. The landlord hired a professional maid service to do general cleaning of the rental unit and this claim is allowed in full.

Light bulb replacement - \$52. In the absence of receipts to substantiate this claim, it is dismissed.

Filing fee - \$50. As the application has succeeded on its merits, I find that landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security deposit – (\$900). I find that the landlord is entitled to retain the security deposit in set off against the balance owed.

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

Rent for November 2010	\$1,750.00
Replace carpets	2,648.09
Replace garage door opener	44.92
Replace blinds	150.00
Power wash garage floor	75.00
General cleaning	192.00
Filing fee	<u>50.00</u>
Sub total	\$4,910.01
Less retained security deposit	<u>- 900.00</u>
TOTAL	\$4,010.01

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$4,010.01 for service on the tenant.

November 26, 2010