

## **DECISION**

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

### **Introduction**

This application was brought by the landlord on June 16, 2010 seeking a Monetary Order for unpaid rent/loss of rent, damage or loss under the legislation or rental agreement, damage to the rental unit and recovery of the filing fee for this proceeding, and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail (verified by Canada Post receipt) on June 21, 2010, 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 requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent/loss of rent, damages, damage or loss under the rental agreement and recovery of the filing fee, and authorization to retain the security and pet damage deposits in set off against the balance owed.

### **Background, Evidence and Analysis**

This tenancy began on December 1, 2008 under a 12-month fixed term agreement which was renewed to December 31, 2010. Rent was \$550 per month and the landlord holds a security deposit of \$275 paid on November 19, 2008 and a pet damage deposit of \$275 paid on February 18, 2009.

During the hearing, the landlord gave evidence that the tenant notified her by telephone on January 31, 2010 that he was vacating the rental unit and did so that day without having given written notice. She stated that despite beginning advertising on February 16, 2010, verified by receipts, that she was unable to get new tenants until April 2010.

The landlord also submitted photographs showing that the rental unit and yard were in great need of cleaning and other pictures recorded damage to the rental unit.

The landlord claims and I find as follows:

**Loss of rent for February 2010 and March 2010 - \$1,100.** I find that the landlord began advertising early and therefore met her obligation under section 7 of the *Act* to do whatever is reasonable to minimize the loss, but she was unable to find new tenants until April. In addition, section 45 of the *Act* states that a tenant's notice to end a fixed term tenancy agreement cannot have an effective date earlier than the end of tenancy date set by the agreement. Therefore, this claim is allowed in full.

**Cleaning labour - \$612.50.** The landlord submitted an itemized list totalling 24.5 hours of cleaning at \$25 per hour and claims \$612.50. On the basis of photographic evidence, I find this claim to be reasonable and it is allowed in full.

**Replacement of damaged blinds - \$41.81.** The landlord submitted a receipt in support of this claim and photographic evidence clearly shows a number of broken slats in the blinds. This claim is allowed in full.

**Transfer of Hydro Account - \$195.62.** Under the rental agreement, the tenant was responsible for paying hydro and the account was in his name. In order to ensure continuation of service during the period in which the rental unit was vacant, the landlord had to transfer the account to her name and makes claim to recover the cost. This is a cost the landlord would not have incurred if the tenant had not breached the fixed term agreement and the claim is allowed.

**Hydro usage - \$60.32.** The landlord submitted further receipts for hydro usage during February and March 2010. This claim is allowed.

**Cleaning materials - \$15.** The landlord submitted receipts for cleaning materials and this claim is allowed in full.

**De-Icer - \$11.85.** Under the rental agreement, the tenant was responsible for snow removal. As snow had not been removed, there was an ice building on the walkways requiring the landlord to incur this cost. The claim is allowed.

**Advertising - \$10.19.** The landlord submitted a receipt in support of this claim for advertising costs to find a new tenant. This claim is allowed.

**Dump fees - \$12.50.** This claim, supported by a receipt and photographic evidence and it is allowed in full.

**Filing fee - \$50.** Having found merit in the landlord's application, I find that she should recover the filing fee for this proceeding from the tenant.

**Security and Pet Damage Deposits and Interest – (\$550.48)** As authorized under section 72(2)(b) of the *Act*, I hereby authorize and order that the landlord may retain the security and pet damage deposits in set off against the balance owed.

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

<b>Amount Owed to Landlord</b>		
Loss of rent for February 2010	\$ 550.00	
Loss of rent for March 2010	550.00	
Cleaning labour	612.50	
Replace damaged blinds	41.81	
Transfer of hydro account	195.62	
Hydro usage during February and March	60.32	
Cleaning materials	15.00	
De-icer	11.85	
Advertising	10.19	
Dump fees	12.50	
Filing fee	<u>50.00</u>	
Sub total	\$2,109.79	<b>\$2,109.79</b>
<b>Tenant's Credits</b>		
Security deposit	\$275.00	
Interest on security deposit (Nov. 19, 2008 to date)	0.48	
Pet damage deposit paid Feb. 18, 2009)	275.00	
Interest (none due)	<u>0.00</u>	
Sub total	\$550.48	<b>- 550.48</b>
<b>TOTAL balance owed to landlord by tenant</b>		<b>\$1,559.31</b>

## **Conclusion**

In addition to authorization to retain the security and pet damage deposits and interest, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,559.31** for service on the tenant.

November 2, 2010