

DECISION

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

Introduction

This application was brought by the landlords on July 9, 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 deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail (verified by Canada Post receipts), the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her 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 March 1, 2010. Rent was \$2,500 plus \$175 per month in equalized utilities payments to be reconciled in September under the rental agreement. The landlord holds a security deposit of \$1,250 paid on March 1, 2010.

The rental unit included the upper two floors of a three storey home containing five bedrooms and four bathrooms. The ground floor contains two suites, unrelated to the present application. The tenant had at least five roommates but, at her choosing, she was the only signatory to the rental agreement.

During the hearing, the landlord gave evidence that the tenant gave verbal notice on June 1, 2010 that she would be vacating the rental unit at the end of June 2010 as her roommates had left. When the tenant did not provide written notice as requested, the landlord acknowledged her notice by letter of June 4, 2010 and was able to find new tenants for July 1, 2010. As a matter of note, the subject tenant was late vacating by a day, delaying the move in of the new tenants by a few hours.

The landlord provided written notice of two suggested times to conduct a move-out inspection and receiving no reply, posted the Notice of Final Opportunity to conduct the move-out condition inspection. When the tenant did not attend, the landlord conducted the inspection and completed the form in tenant's absence. The landlord submitted 107 photographs documenting the condition of the rental unit.

It is noteworthy that the tenant did not provide a forwarding address until pressed to do so by the landlords. The address provided turned out to be that of an employment agency of which the tenant was either an employee or a client.

The landlords served the tenant by registered mail at that address and confirmed with management that they would pass the package to the tenant.

The landlords also served the tenant at an address they believed to be that of the tenant's parents and at the address of the rental unit in the event the tenant had arranged with Canada Post to have her mail forwarded. The landlords' evidence package was similarly served and registered mail receipts provided.

The landlords claim and I find as follows:

Unpaid rent - \$1,500. The landlords stated that the tenant's only payment for June 2010 rent was \$1,000 paid on June 8, 2010. The tenant suggested the balance be taken from the security deposit, an offer declined by the landlords as is appropriate under section 21 of the *Act*. This claim is allowed in full.

Unpaid utilities - \$481.27. Under the rental agreement, the tenant agreed to pay for hydro and gas at equalized payments of \$175 per month with reconciliation against actual billings to take place in September. The tenant did not make the utilities payment for June 2010. The landlord submitted detailed invoices and calculations which I find to be accurate, showing that – including both the unpaid equalized payment for June and reconciliation of the hydro and gas accounts from March 1, 2010 to June 30, 2010, the tenant owes the amount claimed. This claim is allowed in full.

Rekey locks - \$92.96. The tenant did not return keys at the end of the tenancy. This claim, supported by a receipt, is allowed in full.

Carpet cleaning - \$304.08. On the basis of photographic evidence and paid receipt, this claim is allowed in full.

General cleaning - \$210. On the basis of photographic evidence and paid receipt, this claim is allowed in full.

Damage to bedroom #3 door - \$20. Photographic evidence suggests this damage was caused by kick to the door. I find the claim to be modest in view of the damage and it is allowed in full.

Cracked entrance tiles - \$30. Considering the photographic evidence and the move-in condition inspection report, I find this damage was done during the tenancy and the claim is allowed.

Stained carpet in bedroom #3 - \$40. Photographic evidence shows orange stains in this bedroom carpet and I find the landlords' claim for diminished value to be fair and reasonable and it is allowed.

Chips and gouges in walls - \$30. This claim is supported by substantial photographic evidence. I find the landlords' claim to be modest and it is allowed in full.

Filing fee - \$50. Having found full merit in the landlords' application, I find that they should recover the filing fee for this proceeding from the tenant.

Security deposit – (\$1,250). I find that the landlords are entitled under section 72(2)(b) of the *Act* to authorization to retain the security deposit in set off against the balance owed. *Regulations* awarded zero interest during the material time.

Thus, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off, I find that the tenant owes to the landlords and amount calculated as follows:

Unpaid rent for June 2010	\$1,500.00
Unpaid utilities	481.27
Rekey locks	92.96
Carpet cleaning	304.08

General cleaning	210.00
Damage to bedroom door	20.00
Damage to entrance tiles	30.00
Stain on bedroom carpet	40.00
Chips and gouges	30.00
Filing fee	50.00
Sub total	\$2,758.31
Less retained security deposit (no interest due)	- 1,250.00
TOTAL	\$1,508.31

Conclusion

In addition to authorization to retain the security deposit, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,508.31** for service on the tenant.

November 24, 2010