

## **DECISION**

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

### **Introduction**

This application was brought by the landlord on July 15, 2010 seeking a Monetary Order for unpaid utilities, damage or loss, 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.

Despite having been served with the Notice of Hearing sent by registered mail on July 23, 2010, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### **Issues to be Decided**

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

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

This tenancy began on September 25, 2009 and the landlord found the property abandoned on January 14, 2010. Rent was \$1,000 per month and the landlord holds a security deposit of \$600.

During the hearing, the landlord gave evidence that she had received no notice to end tenancy from the tenants and when she attended on January 14, 2010 to see why the rent had not been paid, she found the tenants abandoned the property and extensive water damage and extreme need for cleaning and refuse removal.

The landlord stated that she had been in communication with the tenants in the latter part of December when the tenants had paid only partial rent and stated the remainder had gone toward plumbing repairs.

The landlord stated that it took some time to locate the tenants to enable her to bring her application. She submitted photographs illustrating the condition of the rental unit at the beginning and at the end of tenancy along with receipts for the claims submitted.

The landlord claims and I find as follows:

**Unpaid rent for January 2010 - \$1,000.** Having failed to provide notice as required under section 45 of the *Act*, the tenants are responsible for the January rent and this claim is allowed in full.

**Plow driveway to provide access for repairs - \$150.** The landlord stated that, because the abandonment had resulted in so much damage, she had to pay this amount to have the 300-foot driveway cleared to allow service companies access. This claim is allowed.

**Payment to restoration company - \$1,703.63.** This claim, supported by photographic evidence and receipts arises from heavy mould throughout the rental unit and removal of the laminate flooring ruined by the water damage. This claim is allowed.

**Landlord's transportation to arrange repairs - \$350.** The landlord was resident in Alberta at the material time and makes this claim for travel expenses. A landlord cannot claim for travel expenses and this claim is dismissed.

**Carpentry and plumbing labour - \$3,864.** The landlord stated that because the tenants had abandoned the rental unit without heat in mid-winter, pipes burst, the water pump was ruined and a new floor had to be installed among other work. This claim is supported with a receipt and it is allowed in full.

**Plumbing parts and supplies - \$505.49.** The landlord submitted receipts for \$65.77, \$13.02, \$71.53 and \$355.17. The claim is allowed.

**Purchase new floor covering- \$445.41.** The landlord stated that she had a new laminate floor installed shortly before the tenancy began at a cost exceeding \$1,000. This claim is for replacement with less expensive flooring and it is allowed in full.

**Purchase new water pump – \$209.99.** As the pump loss, as with other damages, was a consequence of the tenants leaving the unit without heat, this claim is allowed

**Late fees - \$180.** While the rental agreement includes a per diem penalty for late fees, such a provision is not permitted under the Act and it is unenforceable. The claim pertains to late rent for October and November, and I award \$25 for each of the two months as prescribed by Regulation.

**Purchase one load of water - \$95.** The water tank, filled at the beginning of the tenancy, and required to be left full under the rental agreement, and was empty and this claim is allowed.

**Long distance calls - \$100.** Such expenditures are viewed as a normal cost of doing business and cannot be claimed. Dismissed.

**Filing fee - \$100.** Having found full merit in the landlord's application, I find that she is entitled to recover the filing fee for this proceeding.

**Security deposit – (\$600).** As authorized under section 72 of the *Act*, I hereby authorize the landlord to retain the security deposit in set off against the balance found owing.

Thus, I find that the tenants owe to the landlord an amount calculated as follows:

Rent for January 2010	\$1,000.00
Plow driveway	150.00
Restoration company	1,703.63
Labour, carpentry and plumbing	3,864.00
Plumbing parts & supplies	504.49
Purchase new flooring	445.41
Purchase new water pump	209.99
Late fees	50.00
Purchase load of water	95.00
Filing fee	<u>100.00</u>
Sub total	\$8,122.52
Less retained security deposit (No interest due)	<u>- 600.00</u>
<b>TOTAL</b>	<b>\$7,522.52</b>

## **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 **\$7,522.52** for service on the tenants.

December 3, 2010