

## **DECISION**

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

### **Introduction**

This application was brought by the landlord on November 26, 2010 seeking a Monetary Order for unpaid rent, damage or loss under the legislation or rental agreement, 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 November 27, 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 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.

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

This tenancy began on November 10, 2009. Rent was \$725 per month and the landlord holds a security deposit of \$362.50 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence that the tenant moved out of the rental unit on or about June 6, 2010 without having paid the rent for the month, and without giving notice or providing a forwarding address.

The landlord claims and I find as follows:

**Unpaid rent for June 2010 - \$725.** Having failed to provide notice as required under section 45 of the *Act*, the tenant is responsible for the June rent/loss of rent and this claim is allowed in full.

**General Cleaning - \$75.** The landlord stated that the suite had not been cleaned and claims five hours labour at \$15 per hour. This claim is allowed.

**Painting - \$393.75.** As noted on the move-in inspection form, the unit had been freshly painted at the beginning of the tenancy. The landlord stated that the tenant had smoked in the rental unit contrary to the rental agreement. This claim is allowed.

**Carpet cleaning - \$72.45.** The tenant had not cleaned the carpets on moving out and this claim is allowed.

**Drapes cleaning – \$45.** Taking into account that the tenant smoked in the rental unit, this claim is allowed.

**Cleaning materials - \$10.** This claim is allowed.

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

**Security deposit – (\$362.50).** I find that the landlord may retain the tenant's 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 June 2010	\$725.00
General cleaning	75.00
Painting	393.75
Carpet cleaning	72.45
Drapery cleaning	45.00
Cleaning materials	10
Filing fee	<u>50.00</u>
Sub total	\$1,371.20
Less retained security deposit (No interest due)	<u>- 362.50</u>
<b>TOTAL</b>	<b>\$1,008.70</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 **\$1,008.70** for service on the tenant.

December 15, 2010