

## DECISION

Dispute Codes      OPR, MND, MNR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for damage to the unit, unpaid rent and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy started December 2010 with rent of \$1095.00.

The landlord testified that the tenants did not pay all of the December rent or security deposit prior to taking possession of the rental unit and gave the landlord \$280.00 towards the security deposit only. The landlord stated that she had pro-rated the rent for the tenants and did not charge them for the first 3 weeks of their tenancy. The landlord stated that the tenants painted portions of the rental unit without the landlord's permission and upon vacating the rental unit the tenants did no cleaning and left numerous discarded items in the rental unit. The landlord stated that the tenants left the rental unit without paying the utilities due.

On December 27, 2010 the tenants gave the landlord written notice that they would be vacating the rental unit on December 31, 2010 but subsequently over-held the rental unit into early January 2011. The landlord in this application is seeking the following in compensation:

Painting	\$250.00
Unpaid utilities	\$82.00
December rent due	\$211.92
Carpet cleaning	\$161.28
Filing fee	\$50.00
<b>Total</b>	<b>\$755.20</b>

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, damages and cleaning costs.

I find that the landlord has established a claim for \$705.20 in unpaid rent, damages and cleaning costs.

The landlord is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$705.20 in unpaid rent, damages and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$280.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$475.20** ( $\$705.20.00 + \$50.00 = \$755.20 - \$280.00 = \$475.20$ )

A monetary order in the amount of **\$475.20** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 31, 2011

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Residential Tenancy Branch