

DECISION

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

Introduction

This application was brought by the landlord on September 17, 2010 seeking a Monetary Order for unpaid rent/loss of 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.

Despite having been served with the Notice of Hearing sent by registered mail on September 22, 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 unpaid rent/loss of rent and damage to the rental unit, taking into account that damages are proven, that they were caused by the tenant, that the amounts claimed are proven and that the landlord has acted reasonably to minimize the losses. Further decisions are required on whether the landlord is entitled to recover the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against any balance found to be owed.

Background, Evidence and Analysis

This tenancy began on March 1, 2010 under a fixed term rental agreement set to end on February 28, 2011. The tenancy ended on or about August 24, 2010 pursuant to a 10-day Notice to End Tenancy for unpaid rent when the landlord found the rental unit abandoned. Rent was \$795 per month and the landlord holds security and pet damage deposits \$397.50 each.

During the hearing, the landlord gave evidence that he had served the tenant with the Notice to End Tenancy on August 5, 2010 when the tenant had a rent shortfall of \$690 on the rent for August. The shortfall was never paid and the landlord claims loss of rent for September 2010 based on the tenant's breach of the fixed term agreement.

The landlord claims and, as authorized under section 67 of the Act, I find as follows:

Rent shortfall for August 2010 – \$690. In the absence of any evidence to the contrary, this claim is allowed in full.

Loss of rent for September 2010 - \$795. I accept the evidence of the landlord that he attempted to minimize the loss by advertising the rental unit as soon as he regained possession of the rental unit but was unable to get a new tenant for September. As the conduct of the tenant resulted in the breach of the fixed term agreement and loss of rent, this claim is allowed in full.

Late fees - \$50. The landlord claims \$25 late fees for each of August and September. The claim is allowed.

Carpet cleaning - \$90. On the basis of photographic evidence and paid invoice, I find that this claim is allowed in full.

Junk removal - \$122. On the basis of photographic evidence and paid invoice, I find that this claim is allowed in full.

General cleaning \$68.75. On the basis of photographic evidence and paid invoice, I find that this claim is allowed in full.

Change locks - \$65.18. The landlord gave evidence that, in spite of his requests, the tenant did not return the keys to the rental unit. This claim, supported by the invoice, is allowed in full.

Painting - \$462. The landlord submitted a paid invoice for \$1,492.38 for the cost of repainting the rental unit. However, as the unit had been painted some three or four years ago, he claims only the portion of the repainting that was necessitated due to damage to walls caused by the tenant. On the basis of photographic evidence, I find this claim to be patently reasonable and it is allowed in full.

Filing fee - \$50. Having succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this application from the tenant.

Security and pet damage deposits – (\$795). As authorized by section 72 of the *Act*, I find that the landlord is entitled to retain the security and pet damage deposits of \$397.50 each in set off against the balance owed.

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

Rent shortfall for August 2010	\$ 690.00
Loss of rent for September 2010	\$795.00
Late fees	50.00
Carpet cleaning	90.00
Junk removal	122.00
General cleaning	68.75
Change locks	65.18
Portion of repainting	462.00
Filing fee	50.00
Sub total	\$2392.93
Less retained security and pet damage deposits (No interest due)	- 690.00
TOTAL	\$1,702.93

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 \$1,702.93 for service on the tenant.

January 24, 2011