

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she sent the tenants the dispute resolution hearing package by registered mail on September 8, 2010. She provided a written copy of the Canada Post Tracking Number and confirmation that the registered mail was received by the tenant(s) on September 14, 2010. I am satisfied that the landlord served this material to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to a monetary award for damage or loss arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The tenants moved into the rental premises on April 1, 2010, by way of a fixed term tenancy to expire on September 30, 2010. The tenants were paying \$1,050.00 each month, payable on the first of the month. The landlord continues to hold the tenant's security deposit of \$525.00 paid on March 17, 2010. The landlord testified that she posted a 10 Day Notice for Unpaid Rent on the tenants' door on August 2, 2010. She said that the tenants did not pay any portion of their August 2010 rent and abandoned the rental premises by August 10, 2010.

The landlord provided written evidence of the joint move-in condition inspection report completed on March 31, 2010. She also provided a copy of the move-out condition inspection report which she performed after the tenants abandoned the rental unit on August 10, 2010. She testified that she conducted the move-out inspection herself because the tenants did not leave her a forwarding address until after that date. She said that she sent the tenants a copy of her move-out condition inspection report once she received their forwarding address.

She testified that the rental unit was damaged and required considerable cleaning following this tenancy. She provided copies of invoices and billing material to support the amount of her claim. She said that the rental premises were not rented until September 1, 2010, due to the tenant's abandonment of the rental unit by August 10, 2010 and the condition of the rental unit when they left. She requested a monetary award of \$1,050.00 for unpaid rent for August 2010, and \$1,137.72 for cleaning, garbage removal and disposal, minor repairs, labour, a late payment fee, a lock change fee, cleaning supplies and for missing window screens. In total, she applied for a monetary award of \$2,187.72 plus the recovery of her filing fee for this application. She asked for permission to retain the tenants' security deposit.

Analysis

Based on the undisputed evidence submitted, I allow the landlord's claim for a monetary award of \$2,187.72, plus the \$50.00 filing fee for this application. I allow the landlord to

retain the tenants' security deposit of \$525.00 plus interest in partial satisfaction of this award. No interest is payable over this period.

Conclusion

I issue a monetary Order in the landlord's favour in the following terms which includes the items requested by the landlord and recovery of the filing fee for this application.

Item	Amount
Unpaid August 2010 Rent	\$1,050.00
Damage and Other Losses Arising out of this Tenancy	1,137.52
Less Security Deposit	-525.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$1,712.52

I allow the landlord to retain the tenants' security deposit in partial satisfaction of the monetary award allowed.

The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.