

DECISION

Dispute Codes: MNR, MNDD, MND and FF

Introduction

This application was brought by the landlord on November 9, 2010 seeking a Monetary Order for unpaid rent, liquidated damages, damage to the rental unit, damage or loss under the legislation or rental agreement and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on November 15, 2010 to the address provided by the tenants, 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 a Monetary Order based on whether damages are proven, attributable to the tenants, the monetary amounts claimed are reasonable and proven and whether the landlord acted reasonably to minimize costs.

Background, Evidence and Analysis

This tenancy began on August 1, 2010 under a fixed term agreement set to end on January 31, 2011. Rent was \$950 per month and the landlord holds a security deposit of \$475 paid on July 30, 2010. By signature on the move-out condition inspection report, the tenants relinquished the security deposit against damages.

During the hearing, the landlord gave evidence with reference to a copy of the move out condition inspection report, the tenants' ledger and receipts. The landlord claimed and I find as follows:

Rent for October 2010 - \$950. On the landlord's testimony and the ledger, I find that this claim is allowed in full.

Late fee - \$20. Allowed as per rental agreement.

Loss of rent for November 2010 - \$950. The landlord gave evidence that the tenants had vacated on October 31, 2010 without giving notice and the landlord was consequently unable to find new tenants for November. This claim is allowed in full.

Cleaning & supplies - \$40. The landlord gave evidence that the rental unit was in need of general cleaning at the end of the tenancy and submits this claim for cleaning and supplies. In the absence of evidence to the contrary, this claim is allowed in full.

Carpet cleaning - \$120. On the basis of a paid invoice, this claim is allowed in full.

Carpet repair - \$40. The landlord makes this claim on the cost of repairing a four inch square hole in the bedroom carpet. The claim is allowed.

Door repair - \$100. This claim arises from the need to replace a damaged door slab. It is allowed.

Liquidated damages - \$300. The rental agreement includes a clause requiring the tenants to pay this amount in the event that they breach the fixed term agreement. I find this to be a reasonable estimate of the cost of re-renting the unit and it is allowed in full.

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

Damage deposit – (\$475). As noted, the tenants voluntarily relinquished the damage deposit and this amount is credited toward their total balance.

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

Rent for October 2010	\$950.00
Late fee	20.00
Loss of rent for November 2010	950.00
Cleaning & supplies	40.00
Carpet cleaning	120.00
Carpet repair	40.00
Door repair	100.00
Liquidated damages	300.00
Filing fee	50.00
Sub total	\$2,570.00
Less retained security deposit	- 475.00
TOTAL	\$2,095.00

Conclusion

The landlord's copy of this decision is also accompanied by a Monetary Order for **\$2,095.00**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

March 15, 2011