

DECISION

Dispute Codes: MNR, MNDC, MND and FF

Introduction

This application was brought by the landlord on November 19, 2010 seeking a Monetary Order for unpaid utilities, loss of rent, damage to the rental unit, damage or loss under the legislation or rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance..

Despite having been served with the Notice of Hearing placed in the mail box with written witness verification on November 22, 2010 at the address provided by the tenants and which I find sufficient under section 71(2)(c) of the Act, 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 October 15, 2009 and ended in the latter half of October pursuant to an Order of Possession on landlord's application for an early end of tenancy. Rent was \$1,700 per month and the landlord holds a security deposit of \$850 paid on September 25, 2009 and a pet damage deposit of \$500 paid on November 15, 2009.

The tenancy ended following a police raid on the rental unit on October 12, 2010 during which a marijuana grow operation was discovered and dismantled by police.

The tenant gave testimony supported by photographs and receipts showing that the rental unit had been damaged extensively as a result of the grow operation. Most telling, the rental unit was inspected by municipal fire and building officials on October 21, 2010 who withdrew the Occupancy Permit until remediation of the rental unit was completed under strict conditions and it was able to pass a subsequent inspection. The permit was restored on December 7, 2010.

The landlord stated that she had not claimed for labour as she and her partner did a substantial amount of work themselves to minimize costs. The landlord claims and I find as follows:

Loss of rent for November 2010 - \$1,700. In view of the extent of the damage and withdrawing of the Occupancy permit, this claim is allowed in full.

Loss of rent for December - \$1,700. For the same reasons as stated in the November loss of rent award and given the extreme difficulty of finding a new tenant in for mid December, this claim is allowed in full.

Refuse removal and dumping - \$1,601.20. On the basis of the landlord's testimony, photographs and receipts, this claim is allowed in full.

Home Depot - \$634.66. The landlord submitted seven receipts from Home Depot for materials used in repair of the rental unit. This claim is allowed in full.

Shoppers Drug Mart - \$59.64. This receipted claim for cleaning materials is allowed in full.

Lumber World - \$17.76. This receipted claim is allowed in full.

General cleaning – \$2,325. On the basis of photographic evidence and the landlord's detailed calendar of hours, this claim is allowed in full.

Environmental Inspection - \$440.23. The landlord was required to engage a specialist service provider to inspect and treat the rental unit in order to qualify for return of the occupancy permit. The claim is allowed.

Water bill - \$83.91. The tenants were responsible for utilities under the rental agreement and this claim cover water usage from September to November 2010. The claim is allowed.

Municipal Inspection - \$1,500. The landlord submitted a copy of the invoice from the municipality for the inspection that was mandatory before the occupancy permit could be reinstated as a result of the marijuana grow operation. The claim is allowed.

Carpet cleaning - \$151.20. The receipt was provided and the claim is allowed.

Furnace and duct cleaning – \$222.88. This service was required by municipal authorities and the claim is allowed.

Air scrubber rental - \$215.04. Strong odours remaining from the grow operation necessitated this expense and it is allowed.

Globes for two lights - \$8.85. The claim is supported by a receipt and photographic evidence and is allowed.

Filing fee - \$100. The application has succeeded on its merits and the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Security and Pet Damage Deposits – (\$1,350). As permitted under section 72(2)(b) of the *Act*, I authorize the landlord to retain the security deposit (\$850) and the pet damage deposit (\$500) in set off against the balance owed.

Thus, I find that the tenants owe to the landlord and amount calculated as follows:

Loss of rent for November 2010	\$1,700.00
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Loss of rent for December	1,700.00
Refuse removal and dumping	1,601.20
Home Depot	634.66
Shoppers Drug Mart	59.64
Lumber World	17.76
General cleaning	2,325.00
Environmental Inspection	440.23
Water bill	83.91
Municipal Inspection	1,500.00
Carpet cleaning	151.20
Furnace and duct cleaning	222.88
Air scrubber rental	215.04
Globes for two lights	8.85
Filing fee	100.00
Sub total	\$10,760.37
Less retained security and pet damage deposits (no interest due)	- 1,350.00
TOTAL	\$9,410.37

Conclusion

In addition to authorization to retain the security and pet damage deposits in set off, the landlord's copy of this decision is also accompanied by a Monetary Order for **\$9,410.37**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

March 22, 2011