

DECISION

Dispute Codes: MNR, MND, MNSD and FF

Introduction

This application was brought by the landlords on November 12, 2010 seeking a Monetary Order for unpaid 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 November 18, 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 landlords are 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 landlords acted reasonably to minimize costs.

Background, Evidence and Analysis

This tenancy began on July 1, 2009. Rent was \$975 per month and the landlords hold a security deposit of \$487.50 paid on June 1, 2009. The tenants agreed to pay a pet damage deposit of \$240 on September 1, 2009, but the landlord stated that it was never paid.

During the hearing, the landlord gave evidence that the tenants had vacated the rental unit on November 3, 2010, having given only late telephone notice on October 15, 2010 followed by an email.

In addition, the landlord submitted a number of photographs illustrating that the rental unit had not been cleaned at the end of the tenancy, along with receipts verifying additional claims.

The landlords claim and I find as follows:

Rent for November 2010 - \$975. As the tenants failed to give written notice at least one month in advance on day before the last rent due date as required under section 45 of the *Act*, I find that they are responsible for the November rent.

General cleaning - \$250. The landlord submitted an itemized list accounting for 12.5 hours she spent cleaning the rental unit and claims \$20 per hour. On the basis of the landlord's accounting and photographs taken at the end of the tenancy, I find that this claim is proven and reasonable and it is allowed in full.

Carpet cleaning - \$84. The landlord submitted a receipt for professional carpet cleaning and the claim is allowed.

Light bulb replacement - \$17.32. I accept the evidence of the landlord that the tenants had failed to replace a number of burned out light bulbs and this claim, supported by receipt, is allowed.

Dumping fees - \$12.90. The landlord submitted a receipt and claims for dump fees, but noted that she did not charge for time and use of her own truck. The claim is allowed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlords are entitled to recover the filing fee for his proceeding.

Security deposit – (\$487.50). I authorize the landlords to retain the security deposit in set off against the balance owed.

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

Rent for November 2010	\$ 975.00
General cleaning	250.00
Carpet cleaning	84.00
Light bulbs	17.32
Dump fees	12.90
Filing fee	50.00
Sub total	\$1,389.22
Less retained security deposit	- 487.50
TOTAL	\$ 901.72

Conclusion

The landlords' copy of this decision is also accompanied by a Monetary Order for \$901.72, enforceable through the Provincial Court of British Columbia, for service on the tenants.

March 24, 2011