

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to keep the security deposit?

Is the Landlord entitled to a monetary order?

Background and Evidence

The Landlord states that the Tenant was served by registered mail on May 11, 2011 as shown in the submitted Canada Post receipt and tracking number. The Landlord states that she has confirmed that the Tenant has received the package by confirming receipt from the Canada Post website tracking system.

The Tenancy began on December 15, 2010 as shown in the signed tenancy agreement. The Tenant's paid \$300.00 for rent from December 15 – 31, 2010 as per the tenancy agreement and the copy of the cancelled cheque provided by the Landlord. The monthly rent was \$850.00 payable by the 1st of each month. The Landlord accepted \$425.00 at the beginning of the Tenancy for the security deposit. The Landlord claims that the Tenant placed a stop payment on the December rent cheque. On January 10, 2011 the Landlord's agent posted a 10 day notice to end tenancy for unpaid rent for both the December and January rent arrears. The Landlord was informed by neighbours on January 18, 2011 that the Tenants might have abandoned the rental unit as there was no activity on the property. The Landlord's agent posted a 24 hour notice of inspection on that date. On January 19, 2011 the Landlord's agent attended the rental to inspect the property to find that the Tenant's had vacated the unit. The Landlord's agent determined that the Tenant's breached a material term of the rental agreement by not using "due precautions against freezing of water or waste pipes", by not paying the Terasen Gas bills. According to the Landlord, Terasen Gas had placed a

lock on the gas because the Tenants did not pay their bill. With no heat the pipes froze and burst causing water damage throughout the rental property.

The Landlord is claiming \$698.86 from Wade Plumbing as shown in the submitted receipts for repair of the pipes, \$65.00 for general cleaning of the water damage, \$72.80 for re-keying the locks because the Tenants abandoned the rental and did not return the keys. \$238.34 from Cariboo Carpet Care to clean the water damage on the carpets, \$71.45 and \$11.46 for the two Terasen Gas Bills to unfreeze the pipes and allow the Plumber to make repairs. The Landlord is claiming \$150.00 for the removal of the Tenant's personal property that was left and placed in storage due to the water damage. The Landlord is also claiming the unpaid rent of \$300.00 from the stopped rent cheque, \$7.00 from the stop payment bank fee and \$850.00 for the loss of January rent. The Landlord states that there was no notice and the unit was not rentable due to the water damage.

Analysis

I am satisfied that the Tenant was properly served with the notice of hearing and evidence package based upon the submitted Canada Post registered mail receipt.

Based upon the undisputed testimony and the submitted evidence of the Landlord, I am satisfied that the Landlord has established a monetary claim. I award \$2,464.91 to the Landlord for the Tenant's negligence of not heating the rental unit and unpaid rent. I find that the Landlord is entitled to the recovery of the \$50.00 filing fee. The Landlord may retain the \$425.00 security deposit in partial satisfaction of this claim. I grant an order to the Landlord for an order under section 67 for the balance due of \$2,089.91. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,089.91.
The Landlord may retain the security deposit.

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*.

Dated: June 01, 2011.

Residential Tenancy Branch