



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD and FF

Introduction

This hearing was convened on the landlord's application of February 14, 2012 for a monetary award for unpaid rent/loss of rent, unpaid utilities, cleaning and repair of the rental unit, recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance found to be owed.

As a matter of note, the rental agreement governing this tenancy was for two co-tenants. However, the landlord has a forwarding address for only for the named respondent who is jointly and severally liable. Despite having been served with the Notice of Hearing sent by registered mail, the served tenant did not call in to the number provided to enable his participation in the telephone conference call hearing which proceeded in his absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain the security in set off against any balance found to be owed. Claims in damages take into account move-in/move out condition inspection reports and whether damages are proven and attributable to the tenants and proven and reasonable as to amounts claimed.

Background, Evidence and Analysis

This tenancy began on October 1, 2011 and ended on January 31, 2012 pursuant to a Notice to End Tenancy for unpaid rent served on January 1, 2012. The tenants left after giving only telephone notice on January 25, 2012.

Despite being served with final notice to participate in completion of a move-out condition inspection report, the tenant did not do so, and only asked for return of his security deposit, retrieved one chair and told the landlord to dispose of the rest when he returned attended on February 7, 2012.

Rent was \$850 per month, due on the last day of the preceding month, plus 75 per cent of utilities. The landlord holds a security deposit of \$425 paid on or about September 30, 2011.

During the hearing, the landlord submitted claims for unpaid rent/loss of rent, utilities and damage to the rental unit supported by receipts and photographic evidence, and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off. On the landlord's claims, I find as follows:

Unpaid rent for January 2012 - \$850. I accept the evidence of the landlord that the tenants did not pay the rent for January 2012 and this claim is allowed in full.

Unpaid rent/loss of rent for February 2012 - \$850. Irrespective of the 10-day Notice to End Tenancy which required the tenants to vacate on January 12, 2012, the tenants failed to give the landlord notice until January 25, 2012. That notice was not in writing and did not provide the landlord with at least one-full month notice as required under section 45 of the Act. This claim is allowed in full.

Cleaning labour and supplies - \$240. On the basis of photographic evidence showing human waste overflowing the bathroom, garbage strewn throughout the rental unit, wet clothing and rotting foodstuffs, I find that this claim is proven and reasonable. It is allowed in full.

Carpet cleaning - \$144.48. This claim, supported by photographic evidence and a paid receipt, is allowed in full.

Garbage removal - \$150. This claim is supported by a receipt and photographic evidence and it is allowed in full.

Window replacement - \$134.40. The window in question was apparently broken when one of the tenants broke it to gain entry after having forgotten his key. The landlord has been unable to find a replacement for a broken window grill. The tenants made written promise on November 20, 2011 to repair the damage but did not do so. Receipt was provided and the claim is allowed in full.

Replacement of toilet - \$252. This claim is supported by a receipt and I accept the evidenc of the landlord that it was damaged beyond repair and the claim is allowed in full.

Hydro bill - \$207.45. The landlord stated that the tenants had not paid their share of the hydro billing for December 2011 and January 2012. She submitted invoices covering the material period and claims 75 per cent as stated on the rental agreement. The claim is allowed in full.

Gas bill – \$246.17. The landlord stated that the tenants had not paid their share of the gas billing for December 2011 and January 2012. She submitted invoices covering the material period and claims 75 per cent as stated on the rental agreement. The claim 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.

Security deposits – (\$425). As authorized under section 72 of the Act, I find that the landlord may retain the security and pet damage deposits in set off against the balance owed.

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

| | |
|---------------------------------------------------|-------------------|
| Unpaid rent for January 2012 | \$ 850.00 |
| Cleaning labour and supplies | 240.00 |
| Carpet cleaning | 144.48 |
| Garbage removal | 150.00 |
| Window replacement | 134.40 |
| Replacement of toilet | 252.00 |
| Hydro bill | 207.45 |
| Gas bill | 246.17 |
| Filing fee | 50.00 |
| Sub total | \$3,124.50 |
| Less retained security deposit (No interest due) | - 425.00 |
| TOTAL remaining owed to landlord by tenant | \$2,699.50 |

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$2,699.50**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: April 16, 2012.

Residential Tenancy Branch