



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes MNR, MNDC, MNSD and FF

Introduction

This hearing was convened on an application made by the landlords on February 18, 2013 seeking a monetary award for unpaid rent, loss of rent, unpaid utilities, cleaning costs and repair of damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on February 19, 2013, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

Are the landlords entitled to a monetary award for the claims submitted?

Claims in damages require that several factors be taken into account: whether damages are proven and attributable to the tenant, the comparison of move-in vs. move-out condition inspection reports, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. Claims for loss or damage under the legislation or rental agreement require that the claimant do whatever is reasonable to minimize the loss. The burden of proof falls to the applicant.

Background, Evidence and Analysis

This tenancy began on May 1, 2010 under a fixed term rental agreement. The tenant vacated on or about February 7, 2013 pursuant to a Notice to End Tenancy for unpaid rent with three months remaining in the fixed term.

Rent was \$2,200 per month at the end of the tenancy and the landlords held security and pet damage deposits of \$1,250 each, a total of \$2,500, of which by previous agreement, the tenant had authorized the landlord to retain all but \$778.77.

The landlords submitted into evidence an acknowledgement of the itemized indebtedness signed by the tenant on May 5, 2013. The attending landlord stated that he had communicated with the tenant the following week and she had indicated that, having signed the document in question, she may not attend the hearing.

In the document in question, the tenant authorized the landlords to retain the remainder of the security and pet damage deposits in set off against the remaining claims which are as follows:

Unpaid rent/loss of rent - \$8,800. This claim is for \$2,200 per month for unpaid rent for December 2012, January 2013 and February 2013, and for loss of rent for March 2013. On the basis of the tenant's signed acknowledgement, this claim is allowed in full.

Unpaid utilities - \$1,010.28. This claim is made up of \$659.57 unpaid utilities moved to the landlords' property taxes on January 1, 2013 and \$350.71 for unpaid utilities to February 6, 2013 when the tenancy ended. Again, on the basis of the tenant's signed acknowledgement, this claim is allowed in full.

Remainder of security and pet damage deposits – (\$778.77). With written consent of the tenant and, as authorized by section 72 of the *Act*, I hereby order that the landlords retain the remainder of the tenants security and pet damage deposits in set off against the balance owed.

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

Unpaid rent/loss of rent – December 2012 to March 2013 inclusive	\$ 8,800.00
Unpaid utilities	<u>1,010.28</u>
Sub total	\$9,810.28
Less retained remainder of security & pet deposits (no interest due)	<u>- 778.77</u>
TOTAL remaining owed to landlord	\$9,031.51

Conclusion

In addition to authorization to retain the remainder of the tenant's security and pet damage deposits, the landlords' copy of this decision is accompanied by a Monetary Order for **\$9,031.51**, 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: May 13, 2013

Residential Tenancy Branch

