

DECISION

Dispute Codes MNSD, MNDC, MNR, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking orders for monetary compensation under the Act and tenancy agreement, for unpaid rent, to keep the security deposit and interest, and for the filing fee for the Application.

The Tenants were personally served with the Application for Dispute Resolution and Notice of Hearing on July 10, 2009. Despite this the Tenants did not appear at the hearing.

Issues(s) to be Decided

Is the Landlord entitled to the orders sought?

Background and Evidence

The Tenants were served with a 10 day Notice to End Tenancy on March 5, 2009, for unpaid March rent. Following this, the Tenants verbally informed the Agent for the Landlord that they would vacate the unit by March 31, 2009. They did not pay the March 2009 rent.

The Agent for the Landlord scheduled a condition inspection report meeting for the last day of the tenancy. The Tenants refused to participate in the condition inspection report and refused to provide a forwarding address to the Landlord. Eventually, the Agent for the Landlord determined where the Tenants had moved, as it is a small community, and served them as noted above.

When the Tenants left the unit several items were not cleaned or returned to the condition they were in at the start of the tenancy. The Landlord claims as follows:

a.	March 2009 rent due	1,300.00
c.	Locks changed as Tenants did not return keys	116.64
d.	Cleaning invoice	350.00
e.	Carpet cleaning	105.00
f.	Repairs to unit (shower head, screen door etc.)	117.80
g.	Repairs to vinyl deck cover	399.00
h.	Filing fee	50.00
	Total claimed	\$2,538.44

Analysis

Based on the foregoing, the uncontradicted testimony and evidence of the Landlord, and on a balance of probabilities, I find the Tenants breached the Act and the tenancy agreement by not paying rent when due, by failing to properly clean the rental unit, and by failing to return the rental unit to the condition it was in when the Tenants took possession.

I find the claims of the Landlord are reasonable and not exaggerated, and supported by the evidence provided.

I find that the Landlord has established a total monetary claim of **\$2,538.44** comprised of the amounts described above.

I order that the Landlord retain the deposit and interest of **\$657.33** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,881.11**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: August 25, 2009.

Dispute Resolution Officer