

DECISION

Dispute Codes: MND, MNDC, MNR, MNSD, FF

This hearing dealt with an application by the landlords for a monetary order for unpaid rent and costs incurred in addressing the damages. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on June 13, 2009, the tenants did not participate in the conference call hearing.

On July 1, 2007, the landlords collected from the tenants a security deposit in the amount of \$1600.00. The tenancy started on July 15, 2007 for a fixed term ending August 31, 2008. A monthly rent in the amount of \$3200.00 was payable in advance on the first day of each month. On September 1, 2008, the tenants ended tenancy by moving out of the unit. On July 19, 2007, a move in condition inspection and report were completed and signed by both parties. The landlords said that the tenants left the unit without participating in a move out condition inspection despite their request for them to do so. The landlords did not complete a move out condition inspection.

Outstanding Rent

The landlords said that the tenants never paid the August 2008 rent. The landlords' claim is supported by email documentations showing the landlords' attempts to recover the August rent from the tenants. Based on the above, I find that the landlords have proven that the tenants had not paid the August 2008 rent and I allow a claim for \$3200.00.

Cleaning

The landlords said that the tenants left the unit dirty and that it needed cleaning. To support their claim, the landlords submitted an email dated September 2,

2008 from the landlords' agent to the tenants. In this email, the landlords' agent indicated that he had done an inspection of the unit after the tenants moved out and found numerous items that needed to be cleaned. The landlords' agent then listed the various items that needed to be cleaned. The landlords also submitted 18 photos taken at the end of tenancy showing the unit to be dirty and in need of cleaning. Based on the above, I find that the tenants had left the unit dirty and that the unit needed cleaning. The landlords are seeking recovery of \$252.00 for 8 hours of cleaning. They explained that the unit consists of 2300 square feet, three bedrooms and a den. They added that they had completed the cleaning themselves. Based on the above, I find reasonable to allow 8 hours of cleaning at \$15.00 an hour for a total of \$120.00.

Remote Control for Garage

The landlords said that at the start of the tenancy, the tenants were provided with 2 working remote controls for the garage. At the end of tenancy, the tenants returned only 1 of these remote controls. To support their claim, the landlords submitted the move in condition inspection report that indicates 2 working remote controls for the garage were given to the tenants at the start of tenancy. Based on the above, I find on the balance of probabilities that the tenants had failed to return to the landlords 1 remote control for the garage. The landlords are seeking recovery of the cost of replacing 1 remote control in the amount of \$60.00. During the hearing, the landlords said that they have not yet replaced the missing remote control. I also find no documentary evidence to support the replacement cost as claimed by the landlords. Accordingly, I find that the landlords have not proven the cost of replacing the remote control and I dismiss their claim.

Missing Items

The landlords gave the following testimony regarding missing items from the kitchen. They authorized the tenants to purchase various items for the kitchen and they subsequently reimbursed the tenants for these purchases. To support their claim, the landlords submitted copies of 1) four receipts that total to \$978.52 and 2) a check dated September 4, 2007 made payable to the tenants for the amount of \$978.52. The landlord added that they had authorized the purchases with the understanding that the kitchen items would remain in the unit at the end of tenancy. However, at the end of tenancy, all of the items were missing from the unit. In October of 2008, the landlords filed a police report about the missing items. In an email dated September 2, 2008, the landlords' agent stated the followings: he had completed an inspection of the unit on that day; 8 hours of cleaning of the unit was required; 1 remote control for the garage was missing; the costs for addressing the damages; and the August rent was still outstanding. I note that there was no mention of the missing kitchen items in this email. Based on the above, I find insufficient evidence to prove that the kitchen items were missing from the unit at the end tenancy. Accordingly, I dismiss the landlords' claim in this regard.

Conclusion

Based on the above, I find that the landlords have established a claim for \$3200.00 in unpaid rent and \$120.00 as cleaning cost. The landlords are also entitled to recovery of the \$50.00 filing fee. I order that the landlords retain the security deposit and interest of \$1636.28 in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$1733.72. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 18, 2009.