

DECISION

Dispute Codes: MNDC, MND, MNSD and FF

Introduction

This application was brought by landlord seeking a Monetary Order for loss of rent, damage to the rental unit and and recovery of the filing fee for this proceeding. In addition, the landlord seeks authorization to retain the security deposit in set off against any balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on August 13, 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the amounts claimed and authorization to retain the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on April 1, 2007 and ended on or about August 6, 2009. Rent was \$565 per month and the landlord holds a security deposit of \$262.50 paid on March 27, 2007.

During the hearing, the landlord gave evidence that the tenants had vacated without giving written notice as required under section 45 of the Act, leaving the rental unit in early August without having paid rent for the month and leaving the rental unit in a state that required considerable time for cleaning and repairs.

The landlord submitted the following claims, and I find as follows:

Loss of rent for August 2009 - \$565. Given that the tenants did not provide full notice, maintained possession into the first week of August, did not pay rent for the month, and left the unit requiring considerable work, I find that the landlord is entitled to this claim in full.

Repair, fill and sand holes in walls - \$90. On the basis of photographic evidence, I find that the work claimed exceeds normal wear and tear and this claim is allowed in full.

Replace doors, cabinet doors, shower head, smoke detector batteries, etc. - \$150. Again, on the basis of photographic evidence, I find this claim to be reasonable and it is allowed in full.

Carpet cleaning - \$126. Photographs showed considerable staining in the carpets and the landlord submitted a receipt in support of this claim. It is allowed in full.

Paint trim, doors and cabinets - \$673.75. A full repainting was required as a result of unusual paint work by the tenants, including strong primary colors, painting cupboards and some trim black, painting baseboards to the edge of furniture, etc. This claim is allowed in full.

Painting ceiling and walls - \$500. It is often reasonable to apply some degree of depreciation to repainting at the end of the tenancy. In this instance, because of the unusual paint treatment by the tenants and the fact that the landlord has not claimed \$537 in materials, I find that the painting claims should be allowed in full.

General cleaning - \$270. On the basis of photographic evidence, I find this claim for 22.5 hours work at \$12 per hour to be fair and reasonable and it is allowed in full.

Garbage cleanup - \$60. This claim is substantiated by photographic evidence and it is allowed full.

Hauling and dump fees - \$175. This claim for seven loads at \$25 per load is allowed in full.

Filing fee - \$50. As the landlord's application has succeeded, I find that the landlord should recover the filing fee for this proceeding.

Retention of Security Deposit – (\$262.50). The landlord brought this application within 15 days of the end of the tenancy as required by section 38(1) of the Act. In addition, the tenants did not appear at a verbally scheduled move-out condition inspection on August 3rd or an inspection scheduled on the final notice form on August 6, 2009. Therefore, there is no question that the landlord should be authorized to retain the security deposit in set off.

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

Landlord's claims allowed		
August 2009 loss of rent	\$565.00	
Repair holes in walls	90.00	
Replace doors, etc.	150.00	
Carpet cleaning	126.00	
Paint trim, doors, cabinets	673.75	
Paint ceiling, walls	500.00	
General cleaning	270.00	
Garbage cleanup	60.00	
Hauling and dumping fees	175.00	
Filing fee	<u>50.00</u>	
Subtotal	\$2,659.75	\$2,659.75
Tenants' Credits		
Security deposit	\$262.50	
Interest (March 27, 2007 to date)	<u>7.09</u>	
Sub total	\$269.59	- 269.59
TOTAL		\$2,390.16

Conclusion

Thus, in addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$2,390.16 for service on the tenants.