

DECISION

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

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damage to the rental unit, loss or damage under the legislation or rental agreement and recovery of the filing fee for this proceeding.

In addition, as authorized by section 64(3)(c) of the *Act*, I have amended the landlord's application to include a request to retain the security deposit in set off against the balance owed.

While the landlord had originally applied for an Order of Possession, she advised that the tenants had vacated the rental unit on September 18, 2009 and that the order was no longer required.

Despite having been served with the Notice of Hearing sent by registered mail to both parties on September 23, 2009 and served in person to the female tenant on September 24, 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.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent, loss or damage under the legislation or rental agreement, damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Background and Evidence

This tenancy began on October 1, 2008 and ended on September 18, 2009 when the tenants moved out after the landlord had served a Notice to End Tenancy for unpaid rent dated September 4, 2009. Rent was \$1,900 per month, and landlord holds a security deposit of \$850 on or about October 1, 2008.

During the hearing, the landlord submitted into evidence:

1. Letter of April 25, 2009 demanding payment of overdue rent for March and April;
2. Letter of August 23, 2009 serving notice of unpaid rent for May through June inclusive;
3. Letter of September 15, 2009 in which the male tenant agrees to pay \$6,000 toward rent arrears by September 18, 2009 with an additional \$3,600 payment on September 21, 2009;
4. Note from the male tenant acknowledging rent arrears of \$9,300 and agreement to move out on September 18, 2009;

5. Note from the female tenant dated September 24, 2009 acknowledging receipt of the Notice of Hearing;
6. Copies of bank notices of four cheques returned NSF.
7. Photographic evidence of damage to two doors in the rental unit.

The landlord gave evidence that at the end of the tenancy, the tenants owed a rent shortfall of \$1,700 for May rent, and that they had paid no rent for each of June, July, August and September of 2009.

In addition, the landlord gave evidence that the tenants were behind on hydro payments of an amount greater than the \$250 she claims and that the tenants had damaged two doors in the rental unit and left the unit in a state needing cleaning, costing a total of more than the \$800 claimed. The landlord also claims \$25 NSF fees for each of the returned cheques and recovery of the \$100 filing fee.

The landlord stated that the female tenant had made a payment of \$1,000 toward the balance when served with the Notice of Hearing on September 24, 2009.

Analysis

Section 67 of the Act provides that, "...if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party."

Accordingly, I find that, including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off, the tenants owe to the landlord an amount calculated as follows:

May 2009 rent shortfall	\$1,700.00
June 2009 rent	1,900.00
July 2009 rent	1,900.00
August 2009 rent	1,900.00
September 2009 rent/loss of rent	1,900.00
Damage to bathroom and ensuite laundry doors	800.00
Unpaid hydro	250.00
NSF charges (4 x \$25)	100.00
Filing fee	<u>100.00</u>
Sub total	\$10,550.00
Less \$1,000 paid by female tenant to landlord on September 24, 2009	- 1,000.00
Less security deposit	- 850.00
Less interest (October 1, 2008 to date)	- <u>3.20</u>
TOTAL	\$8,696.80

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$8,596.80, enforceable through the Provincial Court of British Columbia, for service on the tenants.

January 13, 2010.