

## **DECISION**

**Dispute Codes**      MND, MNR, MNDC, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the landlords' application for a monetary order for unpaid rent, damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee from the tenant for the cost of this application.

The landlord testified that the tenant was served with the application and notice of hearing documents by posting same to the door of the residence of the tenants on February 28, 2010. Despite that service, the tenants did not attend the hearing.

### **Issues(s) to be Decided**

Are the landlords entitled to a monetary order for unpaid rent?

Are the landlords entitled to a monetary order for damage to the unit, site or property?

Are the landlords entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

### **Background and Evidence**

The landlord testified that this month-to-month tenancy began on September 1, 2009 and ended on February 26, 2010. Rent in the amount of \$1,200.00 was payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy, the tenants paid a security deposit in the amount of \$600.00.

The landlords received an Order of Possession through the Direct Request Process under Section 55 of the *Residential Tenancy Act*, as well as a monetary order for unpaid rent in the amount of \$1,200.00 on February 17, 2010. The landlords provided a copy of that decision in advance of this hearing. That decision shows that the landlord failed to establish a claim for 2 months of rent because the landlord issued a 10 Day Notice

for Unpaid Rent or Utilities on February 2, 2010 indicating that the total arrears were \$1,200.00 owed on February 1, 2010 but the application indicated that the tenant was also in arrears an additional \$1,200.00 which was due on January 1, 2010.

The landlord further testified that it took 15 hours to clean the unit, for which he is claiming \$15.00 per hour. He also testified that he paid \$60.46 for carpet cleaning and \$73.52 for hydro. The hydro bill was in the name of the tenants, however, the landlord became obligated to pay it when the tenants did not. The carpet cleaning receipt and hydro bill were provided as evidence.

The landlord also provided as evidence a disc containing photographs and a video of the condition of the unit after the tenants had vacated. That evidence shows that the unit was not cleaned prior to the tenants departing. The move-in/move-out inspection report also shows that the tenants agree that the report fairly represents the condition of the rental unit at the end of the tenancy, and also agrees that the landlords retain the security deposit in full.

### **Analysis**

Based on the landlord's testimony and the evidence provided, I find that the landlord has established a claim for damages and unpaid rent.

The landlords have already received an order from a previous dispute resolution hearing for one month of rent and permitting them to retain the security deposit, and I grant the landlord, in addition to that previous order, a monetary order for \$1,200.00 in unpaid rent and \$358.98 for the unpaid hydro bill and damages. The landlords are also entitled to recover the filing fee from the tenants for the cost of this application.

### **Conclusion**

I grant the landlord an order under section 67 for the balance due of \$1,608.98. This order may be filed in the Small Claims Court 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: May 21, 2010.

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Dispute Resolution Officer