

## **DECISION**

**Dispute Codes:** OPC, MNR, MNSD and FF

### **Introduction**

This application was brought by the landlord seeking an Order of Possession pursuant to a one- month Notice to End Tenancy for cause, repeated late payment of rent, served on January 25, 2011 and setting an end of tenancy date of February 28, 2011. The landlord also sought a Monetary Order for unpaid rent/loss of rent and utilities, damage to the rental unit and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off.

At the commencement of the hearing, the landlord advised that the tenant had vacated at the end of February and the Order of Possession was no longer required.

Despite having been served with the Notice of Hearing served by registered mail sent on March 8, 2011, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

### **Issues to be Decided**

This application requires a decision on whether the landlords are entitled to a Monetary Order for the claims submitted, recovery of the filling fee, and authorization to retain the security deposit in set off against the balance owed.

### **Background, Analysis and Evidence**

This tenancy began on March 31, 2010. Rent was \$570 per month and the landlord holds a security deposit of \$280 paid in March 2010.

During the hearing, the landlord gave evidence that, while the tenant had vacated her person by February 28, 2011, she left being a large number of belongings that were not

removed until March 7, 2011. In addition, the tenant did not return keys to the rental unit.

Section 7 of the *Act* provides that if either party of a rental agreement breaches that agreement or the legislation, then the non-complaint party must compensate the other for any losses that result from the non compliance.

In this matter, the landlord has submitted a number of claims on which I find as follows:

**Rent/loss of rent for March 2011 - \$570.** As the tenant's personal property was not removed from the rental unit until March 7, 2011 and because of the untidy and damaged state in which the unit was left as shown on the photographic evidence, this claim is allowed in full.

**Hydro - \$133.00.** Based on average use, the utility provided the landlord with this estimate of hydro usage for the month. This claim is allowed.

**Rekeying of locks - \$120.78.** This cost, supported by a receipt, resulted because the tenant did not return the keys. The claim is allowed.

**Carpet cleaning - \$85.00.** This claim is allowed on the basis of photographic evidence and receipt.

**Cleaning supplies - \$20.06.** This claim is allowed.

**General cleaning - \$195.** The claim is supported by photographic evidence and receipts and it is allowed in full.

**Patch carpet & paint over mould - \$30.** The landlord stated that she had an extra piece of the relatively new carpet and was able to patch a burn area left by the tenant. Similarly, the landlord cleaned and painted over an area of mould left by the tenant. I find the claim to be reasonable for the work performed and it is allowed in full.

**Filing Fee - \$50.** As the application has succeeded on its merits, the landlord is entitled to cover the filing fee for this proceeding from the tenant.

**Security deposit – (\$280).** As permitted under section 72(2)(b) of the *Act*, I hereby authorize that the landlord may retain the security deposit in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent/loss of rent for March 2011	\$ 570.00
Hydro	133.00
Rekeying of locks - \$120.78	120.78
Carpet cleaning	85.00
Cleaning supplies	20.06
General cleaning	195.00
Patch carpet & paint over mould	30.00
Filing Fee	<u>50.00</u>
Sub total	\$1,203.84
Less retained security deposit (no interest due)	<u>- 280.00</u>
<b>TOTAL</b>	<b>\$ 923.84</b>

## Conclusion

In addition to authorization to retain the security deposit to in set off, the landlord is also issued with a Monetary Order for **\$923.84**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

March 22, 2011

Dispute Resolution Officer