



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNDC, MNR, MNSD, & FF.

Introduction:

This hearing dealt with an application by the landlord for a monetary claim related to damage or repairs to the rental unit, damage or loss under the *Act* and a request to retain the tenant's security deposit plus interest in partial satisfaction of this claim.

Although the tenant was served with notice of this application and hearing by registered mail, sent on August 19, 2008 to the forwarding address he provided, he did not appear for the hearing. I proceeded with the hearing in the tenant's absence.

Issues to be Determined:

The issues I must determine in this decision is whether the landlord has established a monetary claim related to non-payment of rent and repair or damage to the rental unit. I must also determine whether the landlord has the right to retain the tenant's security deposit plus interest in partial satisfaction of this claim and the right to recover the \$50.00 filing fee paid for this application from the tenant.

Background and Evidence:

Having considered the submitted documentary evidence and the testimony of the landlord I am satisfied that this tenancy began on November 17, 2007 at the monthly rent of \$1,200.00. The tenant paid a \$600.00 security deposit on November 16, 2007 and participated with the landlord in a move in condition inspection.

In July 2008 the tenant failed to pay his rent. He was issued a ten day Notice to End Tenancy due to non-payment of rent and vacated the rental unit as of July 30, 2008. I accept the evidence before me that the tenant failed to return the keys to the rental unit and did not participate in the move out condition inspection even though he was asked to do so by the landlord.

As a result of the tenant's failure to clean the rental unit, pay his July 2008 rent and failure to return the keys, the landlord has submitted the following monetary claim:

Outstanding rent for July 2008	\$1,200.00
Non-sufficient Funds charge for July 2008	\$25.00
Cleaning of rental unit	\$150.15

Carpet cleaning	\$78.75
Cost of locksmith to change locks	\$145.60
Cutting and replacement of two common area keys	\$6.72
Replacement of two FOBS (main door entry devices)	\$80.00
Filing fee paid for this application	\$50.00
Total	\$1,761.22

Analysis and Reasons:

I accept from the landlord's evidence that the tenant is responsible for the damages claimed. The tenant is in breach of the *Act* by failing to pay rent and by failing to clean the rental unit and return the keys as required by section 37 of the *Act*.

I also accept that the tenant failed to comply with section 36 of the *Act* when he failed to participate in the move out condition inspection. As a result the tenant has extinguished his right to his security deposit and I Order that the landlord may retain the security deposit plus interest in partial satisfaction of this claim.

I find that the landlord has established a total monetary claim of \$1,761.22. From this sum I Order that the landlord may retain the tenant's security deposit plus interest of \$607.74. I grant the landlord a monetary Order for the remaining balance of **\$1,153.48**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion:

I have accepted the landlord's application and issued a monetary Order against the tenant for the sum of **\$1,153.48**.

Dated September 25, 2008.