

Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNSD, MNR, MNDC, FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the "Act") to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. The Landlord's agents gave affirmed evidence and this matter proceeded on its merits.

Issue(s) to be Decided

This is the Landlord's application for a monetary order for unpaid rent and compensation for damage or loss; to retain the security deposit; and to recover the filing fee for the cost of this application from the Tenant.

Background and Evidence

Service

The Landlord's agent testified that the Tenant moved out of the rental unit in November, 2008, without leaving a forwarding address. The Landlord was able to determine the Tenant's new address by using the services of a skip tracer. The Landlord mailed the Tenant the Notice of Hearing documents, by registered mail, on March 06, 2009, to the Tenant's new address. The Landlord received confirmation of receipt of the registered

mail documents indicating that the Tenant signed for the documents on March 13, 2009. The Landlord's agent provided a tracking number for the registered mail documents.

Landlord's agents' testimony

- The Tenant paid a security deposit in the amount of \$362.50 to the Landlord on March 20, 2008. The tenancy agreement was a one year term lease, starting April 1, 2008 and ending on March 31, 2009. Monthly rent was \$725.00 per month, due on the first day of each month.
- On November 19, 2008, at 5:00 p.m., the Landlord's agent WT served the Tenant with a Notice to End Tenancy by posting the Notice on the Tenant's door.
- The Tenant abandoned the rental unit in November, 2008. The Tenant did not return the keys to the rental unit. The Landlord was successful in re-renting the rental unit on December 1, 2008.

The Landlord provided the following evidence to the case file:

- Copy of tenancy agreement;
- Copy of the Condition Inspection Report for the rental unit, signed by the Landlord and Tenant at move-in and by the Landlord alone at move-out;
- Copy of invoice for cleaning in the amount of \$60.00 (four hours of work);
- Copy of invoice for removal and disposal of Tenant's abandoned headboard in the amount of \$68.25;
- Copy of invoice for professional carpet cleaning in the amount of \$70.00;
- Copy of invoice for replacement of lock and keys to the Tenant's door in the amount of \$15.00; and
- Copy of Tenant's ledger, indicating rent for the month of November, 2008, was unpaid, and charging \$20.00 in late fees.

Analysis

Pursuant to Section 71(2)(c) of the Act, I find that the Tenant was served with the Notice of Hearing documents on March 13, 2009. Although duly served, the Tenant did not appear at the Hearing and the Hearing proceeded in his absence.

Part 1 Section 7(1)1(a) and (d) of the regulations allow for fees, subject to the Tenancy Agreement providing for payment of the fees, for: direct cost of replacement of keys; and an administrative fee of not more than \$25.00 for late payment of rent. There are clauses in the Tenancy Agreement that allow for a charge of \$20.00 for late payment of rent and for costs incurred to regain entrance to the rental unit.

The Tenancy Agreement has a clause that provides that in the event of early termination of the lease, the Tenant is to pay the Landlord \$300.00 in liquidated damages to cover the administrative costs of re-renting the unit.

The Condition Inspection Report indicates that the carpets were clean when the Tenant moved in, and required cleaning when the Tenant vacated the rental unit.

Based on the written evidence and oral testimony of the Landlord, I find that the Landlord has established a monetary order for unpaid rent, together with compensation for cleaning and preparing the rental unit for re-rental; liquidated damages in the amount of \$300.00; replacement of keys; and the late fee for November, 2008 rent.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to Section 72(2)(a) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary claim.

The Landlord has established a monetary order as follows:

Rent arrears and late fees for the month of November, 2008	\$745.00
Cost of replacing the keys to the rental unit	\$15.00
Cost of removal of the Tenant's headboard	\$68.25
Cost of cleaning the carpet	\$73.50
Cost of cleaning the rental unit	\$60.00
Liquidated damages for early termination of the lease	\$300.00
Less security deposit of \$362.50 and interest of \$4.26	<u><\$366.76></u>
TOTAL	\$894.99
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Conclusion

I grant the Landlord a monetary order in the amount of \$894.99 against the Tenant. This order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

May 21, 2009
