

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant P.S. participated in the hearing. The landlord advised that he was unable to serve the tenant A.P. with the application for dispute resolution and notice of hearing. I find that the tenant A.P. was not served and therefore the accompanying order is effective only against the tenant P.S..

Issues(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on April 15, 2009 and ended on October 31, 2009. Rent was set at \$1,750.00 per month and the tenant paid an \$875.00 security deposit.

The parties agreed that the tenant did not pay rent in the month of October. The parties further agreed that during the tenancy the front steps to the rental unit were marked with felt pen and the bricks on the carport were marked with acrylic paint. The landlord presented evidence showing that he paid \$397.95 to have the graffiti removed.

The landlord presented evidence showing that he paid \$210.00 to have the rental unit cleaned at the end of the tenancy. The tenant testified that on the last day of the tenancy he surrendered the keys to the landlord in the morning and advised that he would be returning in the afternoon to complete the cleaning. When the tenant arrived at the rental unit in the afternoon, he was locked out of the unit and his cleaning supplies which he had left inside had been moved to the carport. The tenant argued

that he would have completed the cleaning had he been given the opportunity to do so. The landlord could not recall the tenant having stated that he would be returning to clean the rental unit.

The landlord presented evidence showing that he paid \$210.00 to a skip tracer to locate the tenant after the tenant refused to give the landlord a forwarding address.

The parties agreed that the tenant was originally given 3 door keys which were Weiser keys. The tenant returned one of the Weiser keys and two keys marked "Klassen." The landlord testified that he was concerned about the rental unit's security because two of the Weiser keys were not in his possession. The landlord presented evidence showing that he paid \$78.83 to rekey the locks to the rental unit and a further \$12.59 to replace the padlock to the shed. The tenant acknowledged that he had failed to return 2 of the Weiser keys, stating that he had lost one and that he had discovered the second key well after the tenancy had ended and discarded it. The tenant testified that the last time he saw the padlock on the shed, it was hanging in place on the shed.

The landlord seeks to recover unpaid rent for October and the expenses described above as well as the \$50.00 filing fee paid to bring his application.

Analysis

As the tenant acknowledged that he did not pay rent for the month of October, I find that the landlord is entitled to recover that unpaid rent and I award the landlord \$1,750.00. I further find that the tenant must be held responsible for the cost of removing the felt pen and paint from the steps and the carport bricks and I award the landlord \$397.95.

Section 37(1) of the Act provides that a tenant must vacate a rental unit by 1:00 p.m. on the last day of the tenancy unless the parties otherwise agree. I am unable to find that the landlord agreed that the tenant could access the unit after 1:00 p.m. and find that the tenant was responsible to have completed his cleaning prior to that time. I find that the landlord is entitled to recover the cost of cleaning the rental unit and I award the landlord \$210.00. There is no provision under the Act whereby a tenant is required to give a landlord his forwarding address. I find that the cost of the skip tracing fee is a

cost of doing business as a landlord and I dismiss the landlord's claim for recovery of that fee. I find that the landlord was required to re-key the rental unit as he did not receive all of the Weiser keys he had issued to the tenant and I award the landlord \$78.83. I find that the landlord has not proven on the balance of probabilities that the loss of the shed padlock is attributable to the tenant and I dismiss that claim. I find that the landlord is entitled to recover the cost of the filing fee and I award the landlord \$50.00.

Conclusion

In summary, the landlord has been successful in the following claims:

| | |
|-----------------------|-------------------|
| Unpaid rent | \$1,750.00 |
| Graffiti removal | \$ 397.95 |
| Cleaning | \$ 210.00 |
| Re-keying rental unit | \$ 78.83 |
| Filing fee | \$ 50.00 |
| Total: | \$2,486.78 |

I order that the landlord retain the \$875.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,611.78. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: March 05, 2010
