

## **Decision**

**Dispute Codes:** MNR, MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent or utilities, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenants did not appear.

It is noted that the aspect of the landlord's application concerning compensation for damage or loss under the Act, regulation or tenancy agreement, appears in the section of the application under "Details of the Dispute."

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on January 1, 2009. Rent in the amount of \$800.00 was payable in advance on the first day of each month. A security deposit of \$400.00 was collected on or about December 16, 2008. A move-in condition inspection and report were completed at the outset of tenancy.

By letter dated January 28, 2010, the tenants gave notice to the landlord of their intent to vacate the unit at the end of February 2010. Subsequently, the tenants vacated the unit sometime during the day on February 28, 2010. While agreement had been

reached in regard to completion of a move-out condition inspection and report, the tenants vacated the unit without participating in that process.

Following the tenants' departure from the unit, the landlord undertook a move-out condition inspection of the unit in their absence. The landlord found that the tenants had taken with them the keys to the main door of the building, as well as keys to the unit and mail box. The landlord also found that cleaning in the unit and removal of refuse had not been completed. Subsequently, the landlord received a hydro bill for a period of time during which the tenancy was still in effect.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find that the parties had reached an understanding whereby a move-out condition inspection and report would be completed together. Despite this, the tenants vacated the unit at the end of tenancy without meeting with the landlord for this purpose, and without announcing to the landlord that they were on their way.

In summary, I find that the landlord has established monetary entitlement as follows:

\$124.07: *rekeying of locks and purchase of new keys.*

\$121.92: *hydro utility.*

\$80.00: *hired cleaners (8 hours x \$10.00 per hour).*

\$10.00: *landlord's time spent cleaning (1 hour x \$10.00 per hour).*

\$50.00: *filing fee.*

**Total: \$385.99**

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, I hereby dismiss the landlord's application for costs arising from registered mailing of the hearing packages and developing photographs for submission as evidence.

The landlord's reference in her submission to the potential cost of replacing two stove top elements is not accompanied by a receipt confirming that such cost was ultimately incurred. This aspect of the landlord's claim is also therefore dismissed.

Pursuant to the details set out above, I find that the landlord has established entitlement to monetary compensation totaling **\$385.99**. I order that the landlord retain this amount from the security deposit, and I order the landlord to repay the balance owing to the tenants of **\$14.27**. The amount owed to the tenants is comprised of the balance of \$14.01 (\$400.00 - \$385.99) plus interest of \$00.26, which is calculated on the original amount of the security deposit.

### **Conclusion**

I hereby order the landlord to retain **\$385.99** from the tenants' security deposit, and to FORTHWITH repay the balance to the tenants in the total amount of **\$14.27**.

DATE: July 12, 2010

---

Dispute Resolution Officer