



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes                      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, for damages to the rental unit, site or property and for money owed or compensation for damage or loss under the Act, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on April 13, 2010. The landlord provided Canada Post tracking information which confirms the tenant received the hearing documents.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the rental unit?
- Is the landlord entitled to a Monetary Order for damage or loss under the Act?
- Is the landlord entitled to keep the tenants security deposit?

## Background and Evidence

This tenancy started on June 01, 2009. This was a fixed term tenancy which was due to expire on May 31, 2010. Rent for this unit was \$1,250.00 per month and was due on the first of each month. The tenant paid a security deposit of \$625.00 on June 01, 2009. A move in condition inspection was complete at the start of the tenancy and a move out condition inspection was completed in the absence of the tenant as the landlord testifies the tenant had abandoned the rental unit on February 28, 2010.

The landlords agent testifies that the tenant cancelled his rent payment for March, 2010 however once the landlord had determined that the tenant had moved out he was able to re-rent the unit from March 15, 2010. The landlord seeks to recover the sum of \$625.00 from the tenant for unpaid rent for March as this was a fixed term tenancy. The landlord also seeks to recover the liquidated damages as agreed on the tenancy agreement to the sum of \$625.00 to cover his costs in having to re-rent the unit.

The landlords' agent testifies that the tenant has not paid utilities throughout his tenancy and states the tenant was given an electrical invoice showing the amounts owed. The landlord seeks a Monetary Order to recover this amount to the sum of \$129.07.

The landlord testifies that after abandoning the rental unit the tenant did not clean the unit or the blinds and there was some touch up painting required. The landlords' agent states they cleaned the unit at a cost of \$100.00, blind cleaning cost \$60.00 and touch up painting cost \$50.00.

The landlords' agent testifies the tenant did not return two keys to the unit, two keys to the building and the mail box key. The replacement cost of these was \$25.00 per key to the sum of \$125.00. The tenant did not return the fob for the garage opener and this was replaced at a cost of \$75.00.

The landlord requests an Order to keep the tenants security deposit in partial payment towards these costs and to recover the filing fee paid for this application.

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The landlord has provided the following documentary evidence. The move in and move out condition inspection reports, the tenancy agreement, the rental accounts, the electricity accounts and the key and remote form.

## Analysis

The tenants did not appear at the hearing, despite having been sent a Notice of the hearing; therefore, in the absence of any evidence from the tenant I find the tenant ended the tenancy before the end of the fixed term. As a result the landlord incurred a loss of rental income for 15 days in March, 2010. The landlord was able to mitigate his loss in this matter by re-renting the unit out again on March 15, 2010. Consequently, I find the landlord has established his claim to recover the amount of **\$625.00** in rent for 15 days of March, 2010 pursuant to s. 67 of the *Act*.

I also find the landlord has provided sufficient evidence to establish that the tenant did not pay his utility bill during his tenancy and consequently I find the landlord may recover the sum of **\$129.07** from the tenant for these costs.

With regard to the landlords claim for \$625.00 for liquidated damages as the tenant broke the lease before the end of the fixed term. I find this is not an unreasonable cost that the landlord has incurred in order to quickly re-rent the unit and therefore I find the landlord is entitled to receive a monetary award for the amount of **\$625.00** pursuant to s. 67 of the *Act*.

With regard to the landlords claim for the sum of \$100.00 for cleaning; Section 32 (2) of the *Act* states a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit

The move in and move out condition inspection reports identify that the unit required cleaning at the end of the tenancy. Consequently, I find the landlord has established that the tenant did not clean the rental unit at the end of his tenancy and I find in favour of the landlords' monetary claim for **\$100.00**.

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With regards to the landlords claim for blind cleaning, the condition inspection reports indicate that the blinds required cleaning at the end of the tenancy; consequently I find the landlord has established his claim for cleaning the blinds to the sum of **\$60.00**. With regard to the landlords claim for painting touch up. The move out condition inspection report does not indicate that the tenant has caused any damage to the walls of the unit and as such I find any touch up painting required would be at the landlords' expenses and would be deemed as normal wear and tear to the rental unit.

I further find the tenant did not return the keys or the garage fob to the landlord at the end of the tenancy and consequently he is responsible for the replacements costs for these to the sum of **\$200.00**

As the landlord has established the majority of his claim I Order, pursuant to s. 38(4)(b) of the *Act*, that the landlord may retain the full security deposit of **\$625.00** towards the outstanding rent for March, 2010.

As the landlord has been largely successful with his claim I find he is entitled to recover the **\$50.00** filing fee from the tenants. A Monetary Order has been issued to the landlord pursuant to s.67 and 72(1) of the *Act* for the following amount:

Unpaid rent for March 01 to March 15, 2010	\$625.00
Unpaid utilities	\$129.07
Lease break fee	\$625.00
Cleaning costs, blind cleaning and replacement keys	\$360.00
Filing fee	\$50.00
Subtotal	\$1,789.07
Less security deposit	\$625.00
<b>Total amount due to the landlord</b>	<b>\$1,164.07</b>



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## Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,164.07**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 16, 2010.

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Dispute Resolution Officer