



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MND, MNSD, MNR, FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages to the rental unit; to apply the security deposit towards its monetary award, and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed evidence at the Hearing.

The Landlord's agent testified that she served the female Tenant with the Notice of Hearing documents, by registered mail, sent on May 18, 2010 to the address provided by the female Tenant in an email. The Landlord's agent provided the tracking numbers for the registered mail document as well as a copy of the Tenant's email.

The Landlord's agent testified that she spoke to the male Tenant on May 27, 2010, who indicated that he was now living in Vancouver. The male Tenant did not provide a forwarding address.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that the female Tenant was served with the Notice of Hearing documents in accordance with the provisions of Section 89 of the Act.

The Landlord did not serve the male Tenant with the Notice of Hearing documents and therefore, its application against the male Tenant is dismissed.

Despite being served with the Notice of Hearing documents, the female Tenant did not sign into the teleconference, and the Hearing proceeded in her absence.

The Tenants were co-tenants under the tenancy agreement, a copy of which was entered into evidence. Co-tenants are jointly and severally liable for any debts or damages relating to a tenancy. This means that the Landlord can recover the full amount of rent due, or any damages incurred during the tenancy, from one or either of the Tenants. It is up to the Tenants to apportion between themselves the amount owing to the Landlord.

Issue(s) to be Decided

- (1) Is the Landlord entitled to a Monetary Order for unpaid rent and damages to the rental unit?

Background and Evidence

The Landlord's agent gave the following testimony and documentary evidence:

The rental unit is a suite in an apartment building. The tenancy began on May 16, 2009, and was for a fixed term ending May 31, 2010. Monthly rent was \$840.00. In addition, the Tenants paid \$30.00 a month for parking. The Tenants paid a security deposit in the amount of \$420.00 and a key deposit in the amount of \$25.00 on May 16, 2009.

The Tenants did not provide the Landlord with notice that they were ending the tenancy and abandoned the rental unit on or about May 4, 2010, and did not return the keys to the rental unit. The Landlord immediately advertised the rental unit by: posting a sign on the rental property; running weekly ads in the local newspaper; and advertising on the Landlord's website and two other local websites. The Landlord's agent testified that she updated the local websites every three days to ensure that the Landlord's ad was at the top of the list. The Landlord re-rented the rental unit effective August 1, 2010.

The Tenants did not pay rent or parking fees for the month of May, 2010. The Landlord seeks unpaid rent and parking for May, 2010, together with loss of rent for the month of June, 2010. The Landlord also seeks to retain the Tenant's key deposit in the amount of \$25.00.

The Landlord's agent testified that the Tenants did not shampoo the carpets or clean the drapes at the end of the tenancy and did not leave the rental unit in a satisfactory state of cleanliness. The Landlord seeks to recover the cost of cleaning the rental suite in the amount of \$150.00, the cost of shampooing the carpets in the amount of \$100.00, and the cost of cleaning the drapes in the amount of \$63.70. The Landlord supplied a statement in evidence indicating the amounts charged for these items. The statement shows 6 hours of cleaning was required at \$25.00 per hour. The Landlord provided photographs of the rental unit in support of its claim for damages.

Analysis

I am satisfied that the Landlord took all reasonable steps to try to re-rent the rental unit after the Tenants moved out without providing the Landlord with written notice that they were ending the tenancy. Based on the undisputed testimony of the Landlord's agent, and the absence of any evidence to the contrary from the female Tenant, the Landlord has established its claim, as follows:

Unpaid rent for May, 2010	\$840.00
Unpaid parking fees for May, 2010	\$30.00
Loss of rent for June, 2010	\$840.00
Cost of shampooing the carpets	\$100.00
Cost of cleaning the drapes	\$67.30
Cost of cleaning the rental unit	<u>\$150.00</u>
TOTAL:	\$2,023.70

I accept the Landlord's agent undisputed testimony that the Tenant's failed to return the keys to the rental unit. If the Landlord is holding a key deposit, the Landlord may retain the key deposit in order to cover costs associated with re-keying the rental unit.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of its monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the filing fee in the amount of \$50.00 from the female Tenant.

I hereby provide the Landlord with a monetary order against the female Tenant, calculated as follows:

Rent arrears, loss of rent and damages	\$2,023.70
Recovery of the filing fee	\$50.00
Less security deposit	<u><\$420.00></u>
TOTAL amount due to Landlord after set off	\$1,653.30

Conclusion

The Landlord's application against the male Tenant is dismissed.

I hereby grant the Landlord a Monetary Order in the amount of \$1,653.30 against the female Tenant. This Order must be served on the female Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced 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: October 06, 2010.
