



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, MND, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for damage of the unit, site or property, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord's agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on September 14, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for damages and if so how much?
4. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on May 11, 2010 as a 1 year fixed term tenancy with an expiry date of April 30, 2011. Rent was \$1,500.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$750.00 on May 11, 2010.

The Landlord's agent said she serviced a 10 day Notice to End Tenancy on August 10, 2010 for unpaid rent. She continue to say that the Tenant moved out of the unit before August 23, 2010 and she believes he abandoned the property as she has not had contact with him since before August 23, 2010 and all his belongings are removed from the rental unit. She said she did talk to the Tenant's mother August 21, 2010 and was told the Tenant would be moving out in the next day or two and that he needed a key to get into the unit as he had given his keys to a couple who wanted to rent the unit. The Landlord's agent made keys available for the Tenant at her office and told the couple with the keys to return them as they were unauthorized to have keys to the unit. They returned the keys to the Landlord's agent.

The Landlord's agent said the Tenant did not pay his August rent of \$1,500.00 and there was considerable damage to the unit when she inspected the unit. The Landlord's agent said she sent a copy of the move out inspection report to the Tenant, but she has not heard from him. She continued to say the damages include; repairs to the drywall of \$78.40 and cleaning costs of \$135.00. The agent included faxed copies of pictures of the damage to the unit. The Landlord's agent is also claiming for her time to make this application of \$150.00 and the costs of replacing the keys and entry fobs of \$175.00 as well as the filing fee of \$50.00 for this proceeding.

Analysis

As the Landlord's agent said the Tenant has moved out and she has possession of the rental unit, the application for an Order of Possession is cancelled.

Section 37 (2) (a) says when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear,

As the condition report and the copies of photographs indicate damage that is in excess of normal wear and tear, I find for the Landlord with respect to the wall repairs of \$78.40 and cleaning costs of \$135.00. I also find that the Landlord is entitled to recover unpaid rent for August, 2010, in the amount of \$1,500.00. With respect to the Agents fees of \$150.00, I dismiss the claim as it is the responsibility the Landlord. The claim for key and entry fobs replacement is dismissed as section 37(b) says the keys and other means of access must be given to the Landlord. The Landlord's agent said that she does have the keys and the fobs. Replacement of them may be due to normal wear and tear.

As the Landlord agent has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$1,500.00
	Damages	\$ 213.40
	Recover filing fee	\$ 50.00
	Subtotal:	\$1,763.40
Less:	Security Deposit	\$ 750.00
	Subtotal:	\$ 750.00
	Balance Owing	\$1,013.40



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Conclusion

A Monetary Order in the amount of \$1,013.40 has been issued to the Landlord. A copy of the Orders must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

Dispute Resolution Officer