



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords to obtain a Monetary Order for unpaid rent and for money owed or compensation for damage or loss under the Residential Tenancy Act (Act), regulation or tenancy agreement, 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 landlords to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on June 24, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants are deemed to be served the hearing documents on June 29, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The male 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 tenants, 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

- Are the landlords entitled to a Monetary Order for unpaid rent?
- Are the landlords entitled to keep the tenants security deposit?
- Are the landlords entitled to a Monetary Order for money owed or compensation for damage or loss?



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Background and Evidence

The landlord states that this tenancy started on December 01, 2008 and a new tenancy agreement was started on September 01, 2009. This was a fixed term tenancy which was due to expire on August 31, 2010. Rent for this unit was \$1,335.00 per month and was due on the first of each month. The tenants paid a security deposit of \$650.00 on December 01, 2008. The tenancy ended on November 15, 2010.

The landlord states the tenants gave notice to end their tenancy on October 15, 2009 and stated in the letter that they will end the tenancy on November 15, 2009. The landlord states he told the tenants they could end the tenancy but would be responsible for rent up to the time the unit was re-rented. The landlord states the tenants rent cheque for November was returned as there were insufficient funds. The unit was re-rented for December 01, 2009. The landlord seeks to recover unpaid rent for November, 2009 of \$1,335.00

The landlord has provided a copy of the tenant's notice which states the landlord may use their security deposit to pay for carpet cleaning and any other damages. The landlord states the total costs for damages and cleaning was in excess of the tenant's security deposit and he seeks to recover the costs as follows:

Carpet cleaning - \$200.00

Replacement light bulbs - \$5.49

Replacement taps due to taps missing - \$110.00

Replace one set of drapes as they were torn - \$29.97

Garbage removal plus costs for gas and dump fees - \$53.04

Replacement sink drain opener - \$8.27

Cleaning costs 15.5 hours at \$20.00 per hour - \$310.00

Lock changing - \$81.91

Unpaid utility bills – Gas and Hydro tenants 60% share - \$86.28

City water bill - tenants 60% share - \$64.93

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The total amount of the landlords claim has been revised to \$949.89 as he had originally estimated the utility costs.

The landlord seeks an Order to keep the security deposit of \$650.00 and accrued interest of \$0.83 in partial payment towards the unpaid rent and damages. The landlord also seeks to recover his \$50.00 filing fee paid for this proceeding.

The landlord has provided all invoices and receipts for work completed and copies of the tenancy agreement, returned rent cheque, tenants notice and landlords response to the notice in his documentary evidence.

Analysis

The tenants did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have considered the landlords documentary evidence and affirmed testimony before me. Section 45(2) of the Act states:

A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The landlord has provided a copy of the tenants notice and his letter in response to this notice in which he has stated the tenants may end the tenancy but are responsible for rent up till the time

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the unit is re-rented. As the unit was re-rented on December 01, 2009, I find the landlord has established his claim for unpaid rent for November, 2009 to the sum of **\$1,335.00** pursuant to section 67 of the Act.

With regards to the landlords claim for damages and cleaning; section 32(2) and (3) of the Act states:

A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

The tenants have not disputed the landlords claim for damages and cleaning and did agree in their notice letter that he landlord could retain their security deposit to pay for carpet cleaning and any damages. A also find the tenants owed money to the landlord for utility costs. Consequently, I find the landlord has established his claim for carpets cleaning, cleaning, damage to the rental unit and utility costs to the sum of **\$867.98** pursuant to section 67 of the Act. I further find as the tenants left the rental unit before a move out condition inspection could be completed with the landlord and left the keys to the unit in the door slot the landlord was not able to determine from the tenants that they had returned all the keys to the unit. Therefore, I find the landlord has acted in good faith by changing the locks to the unit for his new tenants and may recover this cost of **\$81.91** from the tenants pursuant to section 67 of the Act.

The landlord has authorisation from the tenants to retain their security deposit and accrued interest of \$650.83. Therefore, no further Orders are required from me for this section of the landlords claim.

As the landlord has been successful with his application I find he is also entitled to recover the **\$50.00** filing fee from the tenants pursuant to section 72 (1) of the Act.



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A Monetary Order has been issued for the following amount:

Unpaid rent	\$1,335.00
Subtotal	\$2,284.89
Filing fee	\$50.00
Less security deposit and accrued interest	(-\$650.83)
Total amount due to the landlord	\$1,684.06

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,684.06**. The order must be served on the respondents 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: November 05, 2010.

Dispute Resolution Officer