

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee?

### Background and Evidence

This tenancy began on October 1, 2009 on a fixed term tenancy for 1 year until September 30, 2010. The tenancy ended on July 23, 2010 when the Landlord gained access and determined that the Tenant abandoned the rental unit. The monthly rent was \$1,250.00 payable on the 1<sup>st</sup> of each month and a \$625.00 security deposit was paid on September 30, 2009 as shown in the signed tenancy agreement submitted by the Landlord.

The Landlord is claiming unpaid rent for the month of August 2010 because the Tenant did not give notice to vacate the rental unit. The Landlord tried repeatedly to contact the Tenant without success. This was the result of a direct request re: RTB file no. 758400. The Landlord attended the rental unit on July 20, 2010, where it was determined that the Tenant changed the locks to the rental unit without the permission of the Landlord or the Strata. The Landlord had the lock picked by RunLocal Locksmith on July 23, 2010, costing \$98.56. After gaining entry it was determined that the Tenant had damaged the front door to the rental unit. Following an email with the Strata's door contractor, the Landlord was verbally quoted \$600.00 to replace the steel door and lock set to match those that are installed throughout the Strata building. This is supported by the photographs submitted into evidence by the Landlord. The Landlord is claiming \$100.00 for general cleaning to the rental unit as it was found to be dirty and the carpets

were found to have stains and pet urine stains throughout the rental unit. The Landlord is claiming, \$31.00 for general cleaning for 1 1/2-2 hours of her own time. The Landlord is also claiming \$69.00 for carpet cleaning cost as stated in the move-out cleaning checklist that was submitted to the Tenant. The Landlord states that the carpets were not cleaned, but were replaced with hardwood throughout the rental, costing \$2,117.05. This is supported by the photographs submitted into evidence by the Landlord. The Landlord has provided an invoice from Mike's Carpet Ltd. for this service on August 30, 2010. The Landlord is claiming \$1,114.97 for damage to the front lobby entrance door as shown in the submitted letter from the Strata on May 14, 2010. The letter states that the Tenant was recorded April 19, 2010 on video using excessive force to open the front lobby door causing damage. This damage required an emergency response by Action Lock's to secure the door and repair the damage. The Landlord has provided a copy of the cancelled cheque, the work invoice and a letter of demand on July 13, 2010 citing the issue and requiring payment. The Tenant did not respond to this notice. The Landlord is also claiming costs of \$50.00 to replace the keys and keyfob as the Tenant has failed to return these items. The Landlord is also claiming \$20.00 fee charged from the Strata for the replacement of a visitor parking pass that was not returned by the Tenant.

The Landlord states that it took approximately 38 days to make the unit rentable again. The Landlord started advertising to rent the unit in the first week of August. Interviews were conducted in the third week, which resulted in a new tenancy being established for September 1, 2010 as shown in the copy of the new tenant's signed tenancy agreement.

### Analysis

I am satisfied that the Landlord has properly served the Tenant with the notice of hearing and evidence documents by registered mail on October 1, 2010. The Landlord has given the Canada Post tracking no. 79524867139 in direct evidence during the hearing.

Based upon the undisputed affirmed testimony of the Landlord, I find that the Landlord has established a claim for:

August 2010 Rent of \$1,250.00	No notice received to end the tenancy prior to the end of the fixed term of September 30, 2010 and the Landlord had to make repairs to the rental unit to make the unit rentable.
--------------------------------	---

Picked Lock \$98.56	Tenant changed locks without permission of Landlord or Strata.
General cleaning \$31.00	1 1/2 - 2 hours of labour by Landlord to clean rental.
Hardwood Floors \$2,117.05	Replace Carpets with Hardwood, based upon extensive damage to carpet stains as shown in photographs and move-in condition inspection report.
Front Lobby door \$1,114.97	Tenant damaging front lobby door per letter of Strata with video evidence.
Key and Keyfob \$50.00	replacement cost of keys and keyfob not returned by the Tenant.
Visitor Parking Pass \$20.00	replacement cost of visitor parking pass not returned by Tenant.
Front door \$600.00	estimated cost of replacement of damaged steel door when the Tenant replaced locks without permission.

The Landlord has established a total claim of \$5,281.58. The Landlord's claim is limited to the amount of \$4,483.00 as shown on the application filed. The Landlord is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$625.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$3,908.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$3,908.00.  
The Landlord may retain the security deposit.

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: February 02, 2011.

---

Residential Tenancy Branch