



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on November 12, the tenant did not participate in the conference call hearing.

At the hearing the landlord advised that the issue of the security deposit had been addressed in a previous hearing held on October 25, 2010. Having reviewed the decision resulting from that hearing, it is clear that the security deposit was not applied to the monetary award at that time and the landlord was instructed to deal with the deposit in accordance with the provisions of the Act. As the deposit has not yet been dealt with and the tenant has therefore not yet received the benefit of the deposit, I find it appropriate to address the question of the deposit in this decision.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. The parties had entered into a tenancy agreement under which the tenant was obligated to pay \$1,850.00 per month in rent and which was to continue until May 31, 2011. The tenant paid a \$925.00 security deposit at the outset of the tenancy.

The tenant failed to pay rent in October 2010 and vacated the rental unit on October 29 after the landlord served on her an order of possession. The landlord testified that she immediately began advertising the rental unit but was unable to secure new tenants until December 19, 2010. The landlord seeks \$1,850.00 in lost income for the month of November and a further \$1,074.00 in lost income for December 1-18.

The landlord testified that the tenant failed to adequately clean the rental unit and that she spent considerable time cleaning walls and doorknobs, removing candle wax from the mantle, removing adhesive from the hardwood floor, repairing locks and light fixtures and removing garbage left in the storage room. The landlord seeks to recover \$395.00 as the cost of labour and materials.

The landlord testified that the tenant failed to return the keys resulting in a \$93.00 charge for re-keying the locks, which she now seeks to recover.

The landlord also seeks to recover the filing fee paid to bring her application.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to fulfill her contractual obligations throughout the term of the fixed term tenancy. I find that the landlord acted reasonably to minimize her losses and I find that the tenant must be held liable for loss of income for November and part of December. I award the landlord \$2,924.00.

I find that the tenant failed to adequately clean the rental unit and return the keys to the unit and I find that the landlord incurred \$375.00 in cleaning expenses and \$93.00 in re-keying costs. I award the landlord \$468.00.

I find that the landlord should recover the filing fee paid to bring her application and I award her \$50.00.

### Conclusion

The landlord is awarded \$3,442.00. I order the landlord to retain the \$925.00 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$2,517.00. This order may be filed in the Small Claims Division of the Provincial Court 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: March 14, 2011

---

Residential Tenancy Branch