



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent and for cause; a Monetary Order for unpaid rent and to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail, for which Canada Post confirmed successful delivery on March 8th, 2011 at the tenants' forwarding address. The tenants did not participate and the hearing proceeded in their absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on February 15th, 2011. Therefore the landlord withdrew his application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a condominium in a multi-unit complex. Pursuant to a written agreement, the tenancy started on May 6th, 2010. The rent was \$1600.00 per month and the tenants paid a security deposit of \$800.00.

The landlord testified that he has been unsuccessful in making contact with the tenants after they left the unit. He stated that he served them with a 10 Day Notice to End Tenancy in February for unpaid rent and that the tenants subsequently left.

The landlord submitted a monetary claim as follows:

- Unpaid rent for February 2011:	\$1600.00
- Replace keys:	\$ 5.00
- Replace FOB:	\$ 25.00
- Replace locks:	\$ 45.00
- Cleaning:	\$ 150.00
- Total:	\$1825.00

In his documentary evidence, the landlord provided receipts that show the actual cost for the claim as follows:

- New keys:	\$ 3.91
- New lock/deadbolt:	\$ 44.77
- New FOB:	\$ 30.00

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential*

Tenancy Act. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Based on the available evidence I find that the tenants owed the landlord rent for February, and for the replacement of the above noted items and cleaning.

Conclusion

The landlord established a claim of \$1825.00. I authorize the landlord to retain the tenants' \$800.00 security and deposit for a balance owing of \$1025.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1075.00.

This Order may be registered in the Small Claims 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: June 14, 2011.

Residential Tenancy Branch