



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

The landlord testified that her agent served the tenant with notice of this hearing personally on March 22, 2011 and that this service was witnessed by a third party. Based on this testimony, I find that the tenant has been sufficiently served with the Dispute Resolution Direct Request Proceeding documents pursuant to the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The tenancy began on October 1, 2008 as a month to month tenancy for a current monthly rent of \$704.20 due on the 1st of each month and a security deposit of \$300.00 was paid.

The landlord testified the tenant failed to pay rent for the month of February 2011 and moved out of the rental unit by February 28, 2011, but has not provided the landlord with a forwarding address. The landlord provided photographic evidence of the condition of the rental unit at the end of the tenancy.

The landlord testified the tenant failed to return keys to the rental unit which required the landlord to have a locksmith remove and replace the locks so the landlord's agent could gain access to the rental unit.

The landlord testified the unit required 16 hours of cleaning at \$15.00 per hour as well as repairs and replacement of batteries (smoke detector) and light bulbs throughout the

rental unit. Repairs include replacement blinds and replacement of a door sweep and dump fees. The landlord has provided receipts of these additional costs.

Analysis

Section 37 of the *Act* requires that a tenant who vacates a rental unit must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all keys. I accept, based on the landlord's evidence and testimony and in the absence of any contrary evidence or testimony from the tenant, the tenant failed to comply with Section 37.

I also accept the costs incurred by the landlord as a result of this breach of the *Act* are reasonable and justified by the landlord's evidence and a true account of the value of the loss suffered by the landlord. I also accept the tenant failed to pay rent for the month of February 2011.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of \$1,205.00 comprised of \$704 rent owed; \$108.00 changing locks; \$343.00 for cleaning and repairs; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$301.13 in partial satisfaction of this claim. I grant a monetary order in the amount of \$903.87. This order must be served on the tenant. If the tenant fails comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 06, 2011.

Residential Tenancy Branch