

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all of the security deposit and recovery of the filing fee.

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

The Landlord states that the Tenant was served by registered mail on September 13, 2011 with the notice of hearing package and the Landlord's evidence package. The Landlord has included in their evidence a copy of the Canada Post Registered Mail Receipt. According to Section 90 of the Residential Tenancy Act, I find that the Tenant was properly served with the notice of hearing and evidence package on the 5th day after it was sent by registered mail on September 18, 2011.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

The Landlord states that this tenancy began on July 5, 2011 on a 3 month fixed term tenancy until October 5, 2011 as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$5,250.00 payable on the 5th of each month and a security deposit of \$2,625.00 was paid.

The Landlord claims that the Tenant breached the fixed term tenancy without any notice by ending it before October 5, 2011. The Tenant vacated the rental unit on August 29, 2011. The Landlord claims that the Tenant was paying rent every two weeks because of an insurance flood claim and has subsequently returned to his original in the same building. The August rent that was due on August 5, 2011 was paid late on August 29, 2011. The Tenant paid \$2,100.00 on this date. The Tenant vacated the rental unit on August 29, 2011 and failed to pay the remaining pro-rated amount of \$2,625.00 for the period August 17, 2011 to August 31, 2011. The Landlord is also seeking to claim \$200.00 was professional cleaning as required under clause #18 of the signed tenancy

agreement. The Landlord has included an invoice for \$200.00 from Vancouver Realtime for maid service. The Landlord has also made a claim for the cost \$100.00 for the replacement of a lost key FOB. The Landlord relies on clause #23 (d) which states that the Tenant agrees to pay \$150.00 for each missing FOB. The Landlord states that the replacement of the FOB by the Strata is only \$100.00. The Landlord states that the Tenant has failed to respond to any of the Landlord's communication over this tenancy.

Analysis

I accept the Landlord's undisputed testimony and find that the Landlord has established a claim for unpaid rent of \$2,625.00. Based upon the undisputed testimony of the Landlord, I find that the Landlord is also entitled to the \$200.00 professional cleaning charge and the \$100.00 key FOB replacement. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$2,625.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$350.00. 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 \$350.00.
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: November 24, 2011.

Residential Tenancy Branch