

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, 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 testimony. The Tenant did not attend.

The Landlord states that the Tenant abandoned the rental unit without notice in June of 2011. The Landlord states that the July and August 2011 rent cheques were returned NSF and no rent was collectable. The Landlord states that he discovered the abandonment in August of 2011. The Landlord was able to find a telephone number for the Tenant's uncle who gave him the telephone number of the Tenant's mother. Upon calling this number, the Landlord determined that the Tenant was living with his mother. The Landlord served the Tenant with the notice of hearing documents by registered mail on September 16, 2011 and has provided the Canada Post Registered Mail Receipt and confirmation that the Tenant received the package. The Landlord also states that the evidence package was sent by registered mail on November 2, 2011 to the Tenant. The Tenant is deemed served 5 days after service by registered mail.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on May 1, 2011 on a fixed term tenancy until April 29, 2012 as shown in the copy of the signed tenancy agreement. The monthly rent was \$1,150.00 payable on the 1st of each month.

The Landlord is seeking to claim \$3,450.00 for unpaid rent for July, August and September of 2011. The Landlord claims that he discovered in August of 2011 that the Tenant abandoned the rental unit in June of 2011. The post dated cheques received

from the Tenant were returned from the bank for July and August of 2011. The Landlord claims that no notice to vacate or a forwarding address given by the Tenant. The Landlord claims that the Tenant abandoned the rental unit and upon his inspection discovered various furniture and personal property left in the rental. The Landlord relies on photographs taken during his inspection. The Landlord states that no condition inspection report for the move-in or move-out was completed. The Landlord states that he was able to re-rent the unit for November of 2011. The Landlord states that he was unaware of the provisions for a condition inspection report and was advised to familiarise himself with the Residential Tenancy Act.

The Landlord is seeking recovery of \$278.00 for moving costs, \$194.00 for storage, \$303.96 for cleaning and \$200.00 for the replacement of keys and two security fobs. The Landlord states that the costs for moving, storage and cleaning are based upon verbal quotes received from professional services. The Landlord states that these items being claimed were performed by the Landlord. The Landlord has moved the abandoned items himself and stored them in his own garage and cleaned the rental unit himself. The Landlord is claiming the costs of re-keying the rental unit for \$104.94 and the ordering of two new security fobs for \$100.00 (at \$50.00 each) which the Tenant has failed to return.

Analysis

I am satisfied based upon the undisputed testimony and documentary evidence submitted by the Landlord that the Tenant was properly served with the notice of hearing and evidence packages by registered mail. The Tenant is deemed served.

Section 24 of the Residential Tenancy Act states,

Consequences for tenant and landlord if report requirements not met

24 (2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

- (a) does not comply with section 23 (3) *[2 opportunities for inspection]*,
- (b) having complied with section 23 (3), does not participate on either occasion, or
- (c) **does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.**

I note that the Landlord has not provided evidence to determine what the security deposit amount was. The copy of the tenancy agreement submitted by the Landlord

discloses no amount for the security deposit. The Landlord's application to keep or retain all or part of the security deposit is dismissed.

The Landlord's claim for moving costs, storage and cleaning are without supporting evidence. The Landlord has not provided any evidence of loss as these items for claim were undertaken by the Landlord. I find that the Landlord has failed to establish a claim for these aspects of the claim and dismiss them.

I accept the Landlord's undisputed testimony that the Tenant abandoned the rental unit without notice. I find that the Landlord has established a claim for the loss of July and August 2011 rent totalling, \$2,300.00. The Landlord has failed to provide evidence of mitigation (attempts for re-renting the unit) for the month of September 2011. The Landlord's claim for September rent is dismissed.

I accept the Landlord's claim for the replacement of 2 security fobs for \$100.00 and the costs of rekeying the locks at \$104.94 which the Tenant has failed to return to the Landlord by abandonment. The Landlord has established a claim for this portion of their claim.

The Landlord has established a total monetary claim for \$2,504.94 consisting of \$2,300.00 in unpaid rent for July and August 2011 and \$204.94 for re-keying and two new fobs. The Landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

The Landlord is entitled to a monetary claim of \$2,554.94.
The Landlord's application to keep or retain the security deposit is dismissed.

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: December 05, 2011.

Residential Tenancy Branch