



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for Money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on August 16, 2011. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord entitled to keep the tenants security deposit?

Background and Evidence

The landlord testifies that this tenancy started on August 01, 2010. This started as a fixed term tenancy but has reverted to a month to month tenancy at the end of the fixed term. Rent for this unit was \$1,160.00 due on the first day of each month. The tenant paid a security deposit of \$580.00 on July 26, 2010. A move in condition inspection was completed with both parties and the landlord completed a move out inspection in the tenants absence. The tenant gave the landlord his forwarding address on July 21, 2011.

The landlord testifies that the tenant gave late Notice to end his tenancy. This Notice was given on July 21, 2011 and the tenancy ended on July 31, 2011. The landlord seeks to recover a loss of rental income for August, 2011 of \$1,160.00 as the unit was not re-rented until September 20, 2011. The landlord testifies that attempts were made to re-rent the unit for August 01, 2011 by placing advertisements on various internet sites and the landlords own website.

The landlord seeks an Order to keep the tenants security deposit of \$580.00 in partial satisfaction towards the unpaid rent.

The landlord testifies that two opportunities were given to the tenant to attend the move out inspection including a final Notice for inspection (included in evidence) however the tenant failed to attend and the inspection was done in the tenant's absence. The landlord has provided a copy of the inspection reports which show the unit was left in a dirty condition, the carpets and drapes had not been cleaned and a significant amount of personal belongings, furniture and garbage were abandoned by the tenant.

The landlord seeks to recover:

\$104.00 for carpet cleaning

\$125.12 for drape cleaning and to re-hang drapes

\$100.80 for cleaning the oven, hood and refrigerator

\$114.24 for four hours general cleaning at \$28.56 an hour

\$140.00 to remove the tenant's furniture to storage and remove garbage bags

\$175.00 for storage fees from August 01 to November 15, 2011

\$300.00 for disposal transport and dump fees.

The landlord also testifies that the tenant failed to return the mailbox key and the key to the suite. These locks had to be changed at a cost of \$67.20. The landlord testifies that the tenant also failed to return a fob and a car hanger which had to be replaced at a cost of \$33.60.

The landlord has revised their monetary claim from \$2,404.00 to \$2,319.96 as the carpets and drapes were cleaned at a reduced cost.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

With regard to the landlord claim for loss of rent for August, 2011; Section 45 of the Act refers to a tenants notice to end tenancy and says the Notice must be given at least the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement and is not effective earlier than one month after the date the landlord receives the notice. Consequently, for the tenant to

end the tenancy on July 31, 2011 he should have given the landlord written notice by June 30 in person at the latest. Therefore, I find the landlord has established his claim for a loss of rental income for August, 2011 of **\$1,160.00** and the landlord will receive a Monetary Order pursuant to s. 67 of the *Act*.

With regard to the landlords claim for cleaning of the rental unit including carpets and drapes, The landlord has provided sufficient evidence to show that the cleaning was required; that it occurred as a result of this tenancy; the actual amount required to clean the unit, carpets and drapes; to store the tenants abandoned belongings; and the costs to dispose of these items after 60 days in accordance to the Residential Tenancy Regulations. Consequently, I find the landlord has established their claim for cleaning, storage and disposal to the sum of **\$1,059.16** and will receive a Monetary Order for this amount pursuant to s. 67 of the *Act*.

With regards to the landlords claim for replacement locks, key fobs and hanger tag, a tenant is required to return all keys, fobs and tags at the end of his tenancy if the tenant fails to do so the landlord is entitled to charge the tenant for the replacement of these items. Consequently, I find the landlord has established their claim for the sum of **\$100.80** to replace these items and will receive a Monetary Order for this amount pursuant to s. 67 of the *Act*.

I Order the landlord to keep the tenants security deposit of **\$580.00** in partial satisfaction of their monetary claim pursuant to s. 38(4)(b) of the *Act*.

As the landlord has been successful with their claim they are entitled to recover their **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Loss of rental income for August, 2011	\$1,160.00
--	------------

Cleaning, storage and disposal	\$1,059.16
Replacement keys, fob and tag	\$100.80
Subtotal	\$2,319.96
Less security deposit	(-\$580.00)
Plus filing fee	\$50.00
Total amount due to the landlord	\$1,789.96

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,789.96**. The order must be served on the respondent and is enforceable through the Provincial Court 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: November 17, 2011.

Residential Tenancy Branch