

## **DECISION**

Dispute Codes       MND, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, 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 testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package on December 23, 2011 by Canada Post Registered Mail. The Landlord states that this package was returned "unclaimed" by Canada Post. The Landlord has submitted a copy of the Registered Mail Customer Receipt and a photograph of the returned envelope. As such, I find that the Tenant has been properly served by the Landlord with the notice of hearing and evidence package as deemed under the Act.

During the hearing, the Landlord clarified that two items listed for monetary compensation have not yet been replaced. The Landlord states that the carpet and wood stove replacements have not yet been done. As such, I find that these two portions of the Landlord's claim is pre-mature as no loss has yet been determined and dismiss these two points with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

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

### Background and Evidence

The Landlord states that both parties mutually agreed to end the tenancy on December 1, 2011. The Landlord states that this Tenancy ended on December 6, 2011. The Landlord states that a security deposit of \$650.00 was paid. On December 6, 2011 while conducting the condition inspection report for the move-out, the Landlord states that an incident took place where both parties were unable to complete the condition inspection report (a copy has been submitted by the Landlord). The Landlord states that the report was completed without the Tenant on this date.

The Landlord is seeking recovery of rental income loss for the 6 days the Tenant over-held the property. The Landlord states that the monthly rent is \$1,300.00 per month and that a pro-rated amount is being sought. Based upon 31 days in December a daily rate of \$41.93 X 6 days is \$251.61.

The Landlord is seeking recovery of cleaning costs to the rental totalling, \$194.80. The Landlord has submitted photographic evidence and relies on the incomplete condition inspection report for the move-out as well as the receipt from Above All Cleaning dated December 13, 2011.

The Landlord is also seeking recovery of lock re-keying costs of \$94.60. The Landlord states that the Tenant was issued 1 set of keys and has failed to return it at the end of the Tenancy. The Landlord has submitted a receipt from Don's Mobile Key dated December 6, 2011 for the re-keying of 4 locks in the rental.

### Analysis

Based upon the undisputed testimony of the Landlord, I accept the Landlord's claims that the Tenant over-held the rental property by 6 days and is entitled to recovery of loss rental income totalling, \$251.61. The Landlord has also established a claim for the cleaning cost of \$194.80 and the lock re-keying cost of \$94.60. I find on a balance of probabilities that the Landlord has established a total monetary claim of \$541.01 based upon the documentary and undisputed testimony of the Landlord. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$591.01 from the \$650.00 security deposit as satisfaction for this claim. The Landlord is ordered to return the remaining \$58.99 to the Tenant within 15 days of receipt of this decision.

### Conclusion

The Landlord may retain \$591.01 from the \$650.00 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: March 05, 2012.

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Residential Tenancy Branch