



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD

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

The landlord provided documentary evidence that she served the tenant with the notice of hearing documents and her Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* on March 9, 2012 by registered mail to the forwarding address provided by the tenant in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on this evidence from the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *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 and key replacement; 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 landlord testified the tenancy began on August 1, 2010 as a month to month tenancy for the monthly rent of \$900.00 due on the 1st of each month with a security deposit of \$450.00 paid.

While the landlord had issued a 1 Month Notice to End Tenancy for Cause with an effective date of March 31, 2012 the tenant failed to pay rent for the month of March 2012 and the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on March 2, 2012.

The landlord submits the tenant vacated the rental unit on March 8, 2012 at 4:00 a.m. and left a note providing the landlord with her forwarding address and a cheque for \$210.00 for payment of rent for the days until she vacated the rental unit.

The landlord also testified the tenant did not clean the rental unit or remove a bed and couch and that the tenant did not return keys to the rental unit and that locks had been set such that the only way to enter the unit for the landlord was to hire a locksmith to drill through the original lockset and replace it.

The landlord seeks the balance of rent for the month of March 2012 in the amount of \$690.00; compensation for the removal of the bed and couch in the amount of 73.20; and compensation for the lock replacement in the amount of \$119.01. The landlord submitted receipts for both the removal of the bed and couch and the lock replacement.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept the landlord's undisputed testimony that the tenant failed to remove all belongings and that as a result the landlord suffered a loss and as such is entitled to compensation in the amount supported by the receipt submitted into evidence.

I also accept the landlord's undisputed testimony that the tenant failed to return all the keys in her possession and that as a result the landlord suffered a loss and is entitled to compensation in the amount supported by the receipt submitted into evidence.

As the tenant held possession of the rental unit on March 1, 2012, which is the day that rent was due the tenant is responsible for the payment of rent for the full month of March 2012 regardless that the tenant vacated the rental unit part way through the month.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$932.01** comprised of \$690.00 rent owed; \$119.01 for lock replacements; \$73.20 for removal of a bed and couch 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 \$450.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$482.21**.

This order must be served on the tenant. If the tenant fails to 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: May 10, 2012.

Residential Tenancy Branch