



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MND; MNDC, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damage to the rental unit; for compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to each of the Tenants, via registered mail, at their forwarding address on March 14, 2012. The Landlord's agent testified that the Tenants wrote their forwarding address on the Condition Inspection Report that was completed at the end of the tenancy. A copy of the Report and copies of the registered mail receipts were provided in evidence. Service in this manner is deemed to be effective 5 days after mailing the documents.

The Landlord's agent testified that she mailed copies of her documentary evidence, by registered mail, to the Tenants at their forwarding address on May 7, 2012. The Landlord provided copies of the registered mail receipts in evidence. The Landlord's agent stated that she searched the Canada Post tracking system and that the Tenants picked up their evidence package on May 9, 2012.

Based on the Landlord's agent's affirmed testimony and the documentary evidence, I am satisfied that the Tenants were duly served with the Notice of Hearing documents and copies of the Landlord's evidence. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for loss of revenue for the Month of March, 2012, the cost of cleaning the rental unit and the cost of replacing four keys?

## **Background and Evidence**

The Landlord's agent gave the following testimony:

This tenancy started on April 1, 2008 and ended on February 27, 2012. Monthly rent was \$2,309.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$1,050.00 on February 24, 2008.

The Landlord's agent testified that the Tenants gave their notice to end the tenancy on February 2, 2012. The Landlord's agent testified that the rental unit was re-rented effective April 5, 2012. The Landlord seeks loss of revenue for the month of March, 2012, in the amount of \$2,309.00.

The Landlord's agent stated that the Tenants did not return the two building access keys or the two suite keys at the end of the tenancy, and that they left the rental unit quite dirty. The Landlord seeks to recover the cost of cleaning the drapes and the rental unit and replacing the keys.

## **Analysis**

I accept that the Landlord's agent's undisputed affirmed testimony in its entirety.

Section 45 of the Act requires tenants to give landlords at least one month's notice to end a month-to-month tenancy. The Landlord's agent testified that the Tenants did not provide their notice to end the tenancy until February 2, 2012. Therefore, I find that the Landlord is entitled loss of revenue for March, 2012.

The Condition Inspection Report, which is signed by the Tenant SR, indicates that the Tenants agreed with the Report and that they agreed that they owed \$200.00 for suite cleaning; \$80.00 for window cover cleaning, \$130.00 for key replacement and \$75.00 for a new deadbolt. Therefore, I allow the Landlord's claim for those amounts.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. Interest in the amount of \$13.43 has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Loss of revenue for March, 2012	\$2,309.00
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Cost of cleaning suite and drapes	\$280.00
Cost of key and deadbolt replacement	\$205.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,844.00
Less security deposit and accrued interest	- <u>\$1,063.43</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,780.57</b>

### **Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$1,780.57** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and 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 18, 2012.

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Residential Tenancy Branch