



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MNSD

### Introduction

This hearing dealt with an application by the landlord seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on August 14, 2012. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Is the landlord entitled to a monetary order for cleaning costs?

### Background and Evidence

The tenancy began on or about July 1, 2011 that was to run for one year and then go on a month to month basis. Rent in the amount of \$1050.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$525.00.

The landlord gave the following testimony; a move in condition inspection was conducted, on August 3, 2012 the landlord contacted the tenant to advise his rent cheque had been returned from the bank for "NON SUFFICIENT FUNDS", the tenant advised the landlord that he had e-mailed the landlord in late June that he would be

vacating on July 31, 2012 and wanted his security deposit returned and that he left the suite as clean as he had received it, the landlord advised that she had not received any such e-mail but was willing to consider it if he was able to resend it, the tenant ceased communications with the landlord from that day and the landlord has not spoken to him since, the landlord made multiple attempts at trying to get the tenant to participate in a move out condition inspection and to return the keys and the remote fob but to no avail, the landlord conducted the move out condition inspection alone to find the unit dirty and messy, the landlord is seeking the recovery of cleaning costs, replacement of keys lock and fob, and one month's loss revenue for the month of August 2012.

### Analysis

I accept the landlord's undisputed testimony. The landlord provided extensive documentation and receipts to support her claim.

In summary, the landlord has been successful in the following claims:

Loss of Rent August 2012	\$1050.00
Remote Fob Replacement	\$40.00
Carpet Cleaning	\$112.00
Lock and Keys Replacement	\$ 128.80
Suite Cleaning Services	\$ 147.00
<b>Total:</b>	<b>\$1527.80</b>

As for the monetary order, I find that the landlord has established a claim for \$1527.80. I order that the landlord retain the \$525.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1002.80. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$1002.80. The landlord may retain the 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: October 24, 2012.

---

Residential Tenancy Branch