



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit or property; and, authorization to retain the security deposit and pet deposit. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant at his new residence via registered mail on September 11, 2012 and the registered mail was successfully delivered September 21, 2012. As proof of service the landlord provided the registered mail receipt, including tracking number, and a copy of the tenant's signature provided by Canada Post. The landlord testified that the tenant was personally served with the landlord's evidence package on November 14, 2012 at the tenant's new residence. I was satisfied the tenant had been sufficiently served in a manner that complies with the Act and I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for damage to the rental unit or property in the amount claimed?
2. Is the landlord authorized to retain the security deposit and pet deposit?

### Background and Evidence

A tenancy commenced May 29, 2009 and that tenancy was assigned to the tenant in early 2010. The tenant and another co-tenant entered into a subsequent tenancy agreement with the landlord on October 3, 2011. The monthly rent for the single family property was \$1,100.00. The landlord is holding a \$550.00 security deposit and a \$400.00 pet deposit.

The co-tenant vacated the property in May 2012 and the tenant remained. The tenancy ended June 30, 2012 pursuant to a 1 Month Notice to End Tenancy for Cause. The tenant continued removing his possessions from the property until July 3, 2012. The tenant did not return the keys and the landlord's keys did not work in the locks. Despite attempts to contact the tenant the landlord did not hear from the tenant after July 3,

2012. The landlord proceeded to conduct the move-out inspection report without the tenant on July 16, 2012 and determined the tenant had abandoned the remainder of his possessions, including vehicles, on the property.

In early September 2012 the landlord determined the location of the tenant's new residence by way of its own efforts and filed this Application. The landlord is seeking to recover \$2,988.16 from the tenant for changing the locks, repairing damaged walls, general cleaning, carpet cleaning, driveway cleaning, yard maintenance and removal of abandoned vehicles. The landlord did not request any loss of rent or overholding charges for the month of July 2012.

I reviewed the landlord's evidence including photographs and invoices made various enquiries of the landlord with respect to their claim during the hearing.

### Analysis

Upon consideration of all of the undisputed evidence presented to me I provide the following findings and reasons with respect to the landlord's claim.

A tenant is required to leave a rental unit reasonably clean and undamaged at the end of the tenancy. A tenant is also required to return all keys or means of access to the landlord even if the tenant changed the locks. Where there is a co-tenancy the landlord may pursue any or all of the co-tenants for damages or loss. It is upon the co-tenants to apportion the debt among themselves.

I find the landlord has provided sufficient evidence to conclude the tenant did not return the keys to the landlord; and, left the unit damaged and in need of additional cleaning and yard maintenance. I am also satisfied that yard maintenance was the responsibility of the tenants as this was a single family property on which the tenants had exclusive possession. I further find the landlord's claims reasonable and largely supported by the evidence especially when I consider the landlord did not seek any loss of revenue or over-holding charges related to the month of July 2012. Therefore, I grant the landlords' request to recover \$2,988.16 from the tenant.

I authorize the landlord to retain the security deposit and pet deposit in partial satisfaction of the amounts awarded to the landlord. I also award the filing fee to the landlord.

In light of the above, I provide the landlord with a Monetary Order calculated as follows:

Damages and losses awarded to landlord	\$2,988.16
Filing fee	50.00
Less: security deposit and pet deposit	<u>( 950.00)</u>
Monetary Order for landlord	\$2,088.16

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an Order of the court.

### Conclusion

The landlord has been authorized to retain the security deposit and pet deposit. The landlord has been provided a Monetary Order for the balance of \$2,088.16 to serve upon the tenant and enforce as necessary.

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 30, 2012.

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Residential Tenancy Branch