

DECISION

Dispute Codes SS, MND, MNDC, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord to serve documents or evidence in a different way than required by the Act, a monetary order request for damage to the unit, site or property, for money owed or compensation for damage or loss, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord's Agent attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend and has not submitted any documentary evidence. The Landlord states that the notice of hearing and evidence package was sent by Canada Post Registered Mail on September 14, 2012 and was returned by Canada Post as unclaimed. The Landlord has submitted as confirmation a copy of the Canada Post Customer Receipt. I find based upon the undisputed evidence submitted by the Landlord that the Tenant was properly served as deemed under the Act.

It was clarified at the beginning of the hearing that the Landlord's request for an "SS" (request for substitutional service) was made in error and was withdrawn. It was also clarified by the Landlord that there was no unpaid rent or utilities, but that the Landlord was seeking the loss of rental income for August and September of 2012 after the Tenant returned the keys by mail on July 30, 2012.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

This Tenancy began on April 1, 2012 on a fixed term tenancy ending on March 31, 2013 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Tenant moved out on July 16, 2012 and the Landlord received the rental unit keys by mail on July 30, 2012. The monthly rent was \$870.00 payable on the 1st of each month and a security deposit of \$435.00 was paid on March 31, 2012. A condition inspection report for the move-in was completed on April 1, 2012.

The Landlord seeks a monetary order for \$2,846.04. This consists of a claim for \$250.00 for general cleaning, \$65.00 for the replacement of a hood fan, \$100.00 for carpet cleaning, \$91.04 for drapery cleaning, \$70.00 for garbage and furniture removal, \$230.00 for hauling and dump fees, \$300.00 for liquidated damages, \$870.00 for loss of rental income for August and \$870.00 for loss of rental income for September. This is noted on the invoice provided by the Landlord.

I accept the undisputed evidence of the Landlord and find that a claim has been established for the monetary amount of \$2,846.04. The Tenant abandoned the rental unit on July 16, 2012 without proper notice. The Tenant breached the fixed term tenancy by ending it prematurely before the end on March 31, 2013.

I find that the Landlord is entitled to a monetary claim of \$2,846.04. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord may retain the \$435.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,461.04. 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 \$2,461.04.
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: December 03, 2012.

Residential Tenancy Branch