



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes MND, MNR, MNSD, MNDC

Introduction

This was the hearing of the landlord's application for a monetary order and an order to retain the security deposit. This matter was originally set for hearing by conference call on November 15, 2012. Neither party called in at the appointed time to participate in the hearing and the application was dismissed with leave to reapply. The applicant applied to review the decision. Here review was granted and a new hearing was scheduled on the ground that there was a technical problem that prevented her from accessing the conference call, even though she attempted to call in to the hearing at the appointed time. I was appointed to conduct this review hearing by conference call. The applicant called in to participate in the hearing. The tenant did not call in and did not participate although, as the landlord testified, she was served with notice of this hearing sent by registered mail to the forwarding address that she provided to the landlord.

Issue(s) to be Decided

Is the applicant entitled to a monetary award, and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. In May, 2012 the applicant agreed to sublet her portion of the rental unit to the tenant. On May 28, 2012 the tenant paid the applicant a \$325.00 security deposit and a \$50.00 fob deposit. There is no written tenancy agreement. The tenant was to pay the applicant monthly rent of \$650.00. The tenant stayed for two months. She was to vacate at the end of July, but did not move out until late in the day on August 1st. The applicant said that the tenant lost the apartment keys and fob, that she did not clean the rental unit and made a hole in the wall. She said that the tenant smoke on the balcony and had a loud party and was excessively noisy when she moved out. The applicant provided evidence that she paid \$200.00 in strata fines due to the tenant's conduct. The applicant paid to have the locks rekeyed and forfeited a deposit to the strata corporation for the lost key fob. She said that the tenant did not pay her share of utility bills. The applicant claimed for cleaning cost and for the repair of the damaged wall.

The applicant claimed the following amounts:

• Cost to rekey locks	\$291.20
• Tenants 1/3 portion of strata fines:	\$66.00
• Lost fob charge:	\$50.00
• Cleaning costs:	\$14.00
• Repair of hole:	\$40.00
• Utility charges	\$20.00
• Late move out charge:	\$21.00

Total:	\$502.20
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Analysis and conclusion

There is no written tenancy agreement that obliges the tenant to pay utilities so I deny the claim for utilities. The applicant has not shown that she incurred any cost or suffered a loss due to the tenant's late move-out and I deny the claim for a late move-out charge. I find all of the remaining claims by the applicant to be appropriate and reasonable. The original decision is set aside and I find that the applicant is entitled to a monetary award in the amount of \$461.20. In the application for dispute resolution the applicant requested payment of a filing fee. Since she did not pay a filing fee, I decline to award one. I order that the applicant retain the security and fob deposits of \$375.00 in partial satisfaction of this award and I grant the applicant a monetary order under section 67 for the balance of \$86.20. This order may be registered in the Small Claims Court 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: January 10, 2013

Residential Tenancy Branch

