



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding david burr Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD and FF

### Introduction

The hearing was convened on the landlord's application seeking a monetary award for unpaid rent , damage repair and cleaning the rental unit, damage or loss under the legislation or rental agreement, liquidated damages, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on March 16, 2013, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

At the commencement of the hearing, the landlord advised that his property management company has assumed management of the rental building recently and that the tenancy and the present action had been commenced by the former manager.

### Issue(s) to be Decided

Has the applicant landlord proven the losses claimed, the attribution of those to the tenant, and the landlord's reasonable efforts to minimize the loss, taking into account condition inspection reports, depreciation and reasonable wear and tear?

### Background and Evidence and Analysis

This tenancy began on approximately one year earlier, but was renewed for a fixed term to run from May 1, 2012 to April 30, 2013.

Rent was \$1,000 per month and the landlord holds security and pet damage deposits of \$500 each paid on April 22, 2011.

Documents submitted into evidence by the landlord included three 10-day Notices to End Tenancy for unpaid rent dated, June 7, 2012, June 21, 2012 and July 2012. In addition, there was a Notice to End Tenancy for cause dated June 28, 2012.

The present application rests on the notice dated July 6, 2012 based on unpaid rent due on July 1, 2012.

During the hearing, the landlord stated that the tenant had vacated in July 2012 after service of the notice of July 6, 2012.

He stated that the records indicate that the tenant vacated without notice, without returning the keys, without providing a forwarding address and without participating in completion of the move-out condition inspection report.

During the hearing, the landlord submitted a number of monetary claims supported by receipts on which I find as follows:

**Unpaid rent for July 2012 - \$1,000.** In the absence of any evidence to the contrary, I accept the evidence of the landlord that the tenant did not pay the rent for July 2012 and the claim is allowed in full.

**Damages and cleaning - \$392.57.** The landlord submitted an itemized accounting of 22 hours staff time for cleaning and paint touch up for \$400. The lower amount as stated on the application is allowed. .

**Cleaning - \$362.50.** Apart from the invoice noted in the preceding claim, there is no separate invoice for other cleaning in support of this claim. Therefore, this item is dismissed.

**Carpet cleaning - \$37.50.** I note that the damage and cleaning claim included a clam for 1.5 hours for carpet cleaning. In the absence of a separate receipt, this claim is dismissed.

**Rekey locks - \$97.27.** The landlord stated that the tenant had not returned the keys for the rental unit and the claim is supported by a locksmith's invoice. It is allowed in full.

**Garage door remote - \$54.88.** The landlord gave evidence that the tenant had not returned the garage door remote at the end of the tenancy and has submitted a receipt for replacement in support of this claim. It is allowed in full.

**Empty locker - \$278.88.** The landlord has submitted an itemized invoice from a service provider including two staff members, a truck and dump fees in support of this claim. It is allowed.

**Liquidated damages - \$500.** While the rental agreement set liquidated damages at \$1,000, the landlord amended the application to lower the claim to \$500. Liquidated damages are not a penalty but a genuine pre-estimate of the administrative costs of finding new tenants. The claim is allowed.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

**Security and Pet Damage Deposits – (\$500 x 2 = \$1000).** As authorized by section 72(2)(b) of the *Act*, I find that the landlord may retain the security and pet damage deposits in set off against the balance owed.

Thus, I find that tenant owes the landlord an amount calculated as follows::

Unpaid rent for July 2012	\$1,000.00
Damages and cleaning	392.57
Rekey locks	97..27
Garage door remote	54.88
Empty locker	278.88
Liquidated damages	500.00
Filing fee	50.00
Sub total	\$2,373.60
Less retained security and pet damage deposits (no interest due)	- 1,000.00
<b>TOTAL</b>	<b>\$1,373.60</b>

Conclusion

In addition to authorization to retain the security and pet damage deposits in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,373.60**, enforceable through the Provincial Court of British Columbia, for service on the landlords if 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: April 11, 2013

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Residential Tenancy Branch