



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's security deposit. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant via registered mail at his forwarding address. The landlord provided a registered mail receipt, including tracking number, and a print-out of the Canada Post tracking information showing the tenant received the landlord's package on March 22, 2013. I was satisfied the tenant had been sufficiently served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent and other damages or loss in the amounts claimed?
2. Is the landlord authorized to retain the tenant's security deposit?

### Background and Evidence

The tenancy commenced January 1, 2013 and the tenant paid a security deposit of \$460.00. The tenancy agreement provides that the tenant would pay rent of \$920.00 on the 1<sup>st</sup> day of every month for a fixed term of one year; however, the tenant did not have to pay first month of rent under a separate "rental incentive."

The tenancy application provides for the rental incentive. It states that "in the event the Applicant does not fulfill the term of their Tenancy Agreement...the rental incentive as indicated below will be revoked and payable immediately." Below, the rental incentive is described as "free rent – first month" and "six months free parking (outdoor)".

At the end of February 2013 the tenant telephoned the landlord to inform the landlord he was moving out at the end of February 2013. The tenant would not participate in the move-out inspection despite requests for him to do so. The landlord proceeded to conduct the move-out inspection report without the tenant present on February 28, 2013. The tenant did not return the keys, garage door fob, or laundry card to the landlord.

The landlord is seeking to recover the rental incentive of \$920.00 for the month of January 2013 since the tenant did not fulfill the fixed term and \$920.00 for loss of rent for the month of March 2013 as the landlord was able to re-rent the unit for April 2013 due to the tenant's very short notice. The landlord is also seeking to recover the following amounts from the tenant:

Item	Amount	Reason
Cleaning	\$50.00	Stove and bathtub required additional cleaning
Garage opener	\$60.00	Not returned
Laundry card	\$25.00	Not returned
Locks	\$75.00 for high security common doors + \$60.00 for deadbolt on rental unit	Keys to building and unit were not returned
Carpet cleaning	\$100.00	Tenant appears to have allowed pet into unit which urinated on carpet.
Total of above amounts	\$370.00	
Total claimed on Application	\$325.00	

The landlord also testified that the tenant paid a \$60.00 deposit for the garage door opener.

Documentary evidence provided for this proceeding included copies of: the tenancy agreement; the move-in and move-out inspection report; invoices for replacement of keys, fob and laundry card, and cleaning; and, the registered mail receipt and tracking information.

### Analysis

Based upon the undisputed evidence presented to me, I provide the following findings and reasons with respect to the landlord's application.

I am satisfied the tenant entered into a one-year fixed term tenancy with the landlord and that this term was breached by the tenant on very short notice, causing the landlord to suffer a loss of rent for the month of March 2013. I am also satisfied that the landlord is entitled to recover the rental incentive given to the tenant at the beginning of the tenancy since the tenant did not fulfill the term of the tenancy. Accordingly, I grant the landlord's request to recover unpaid and/or loss of rent in the amount of \$1,840.00 from the tenant for the months of January and March 2013.

The move-out inspection report, the invoices and the landlord's testimony satisfied me that the tenant failed to return keys, garage door fob, and laundry card to the landlord and did not leave the rental unit reasonably clean, as required by the Act. Therefore, I grant the landlord's request to recover \$370.00 less the \$60.00 fob deposit from the tenant, or \$310.00.

I award the \$50.00 filing fee to the landlord and authorize the landlord to retain the tenant's security deposit in partial satisfaction of the amounts awarded to the landlord.

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

Unpaid and/or loss of rent: January and March 2013	\$ 1,840.00
Keys, fob, laundry card and cleaning	310.00
Filing fee	50.00
Less: security deposit	<u>(460.00)</u>
Monetary Order	\$ 1,740.00

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 tenant's security deposit and has been provided a Monetary order for the balance of \$1740.00 to serve 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: June 11, 2013

---

Residential Tenancy Branch

