



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Advanced Property Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND; MNR; MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and the cost of cleaning and repairs to the rental unit; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent ("LF") gave affirmed testimony at the Hearing.

LF testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence pages 1 – 14 were mailed to the Tenant DM, via registered mail, to the forwarding address provided by the Tenant, on March 15, 2013. The Landlord provided copies of the registered mail receipts and tracking numbers in evidence. LF testified that a second package of documentary evidence, pages 16 – 26, and a copy of the Landlord's amended application was sent to the Tenant DM on May 27, 2013. LF provided the tracking numbers for the second package.

LF testified that the Landlord was not able to serve the Tenant CD and that she wished to proceed against the Tenant DM only. Therefore, the Landlord's application against CD is dismissed.

Based on LF's affirmed testimony and the documentary evidence provided by the Landlord, I am satisfied that the Tenant DM was duly served with the Notice of Hearing documents by registered mail. Despite being served with the Notice of Hearing documents, the Tenant DM did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for unpaid rent for the months of March, April and May, 2013?
- Is the Landlord entitled to a monetary award for damages, cleaning, repairs and the cost of a lock smith?
- May the Landlord apply the security and pet damage deposits in partial satisfaction of its monetary award?

## **Background and Evidence**

LF gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This was a fixed term tenancy, beginning on December 1, 2012, and ending on May 31, 2013. The tenancy agreement indicates that monthly rent was \$750.00 per month, due the first day of each month. The Tenants paid a security deposit in the amount of \$375.00 and a pet damage deposit in the amount of \$375.00 on November 30, 2012, which the Landlord still retains.

The Tenants locked themselves out of the rental unit on February 6, 2013. A locksmith was called to gain entrance. The Landlord seeks to recover the cost of the locksmith. A copy of the invoice was provided in evidence.

The Tenants moved out of the rental unit on February 28, 2013. The Landlord was not able to re-rent the rental unit for the remainder of the term of the tenancy, although it was advertised in the local paper and on-line. The Landlord provided copies of the ads in evidence, which indicate that the rental unit was first advertised on January 31, 2013, the day that the Tenants gave their notice to end the tenancy.

The parties met for a condition inspection on March 1, 2013. A copy of the Report was provided in evidence. DM authorized the Landlord to make the following deductions from the security deposit: the cost of rekeying the rental unit; shampooing the carpets; replacing a slider handle; and repairing a hole in the wall of the hallway. A copy of the condition inspection report was provided in evidence. Copies of the invoice for repairs of the patio handle and hole in the wall were provided in evidence as well s a copy of the invoice for the carpet cleaning. The Landlord also provided an invoice for the cost of advertising the rental unit in the local newspaper.

LF testified that the Tenants had a credit in the amount of \$7.50 on their account from January, 2013.

## **Analysis**

I accept LF's undisputed affirmed testimony in its entirety. I find that the Tenants moved out of the rental unit before the end of the lease and therefore did not comply with the terms of the tenancy agreement. I find that the Landlord made reasonable attempts to re-rent the rental unit but was unsuccessful. I find that the Landlord is entitled to loss of revenue for the months of March, April and May, 2013.

I also find that the Landlord has provided sufficient evidence to establish the remainder of its claim.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet damage deposit towards partial satisfaction of its monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

|   |                   |
|---|-------------------|
| Loss of revenue (3 months x \$750.00)                 | \$2,250.00        |
| Cost of locksmith                                     | \$44.80           |
| Cost of cleaning carpet                               | \$73.50           |
| Cost of repairs                                       | \$71.32           |
| Cost of advertising the rental unit                   | \$303.09          |
| Recovery of the filing fee                            | <u>\$50.00</u>    |
| Subtotal  | \$2,792.71        |
| Less credit in Tenants' account                       | -\$7.50           |
| Less deposits (\$375.00 + \$375.00)                   | <u>-\$750.00</u>  |
| <b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b> | <b>\$2,035.21</b> |

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$2,035.21** for service upon the Tenant DM. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: June 17, 2013

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Residential Tenancy Branch

