



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by 3 agents for the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally at her place of employment on Monday May 27, 2013 at 12:55 p.m. in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for costs of cleaning; for costs of replacing unreturned keys; for late fees; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided into evidence a copy of a tenancy agreement signed by the parties on February 2, 2012 for a 1 year fixed term tenancy beginning on February 1, 2012 that converted to a month to month tenancy on February 1, 2013 for a monthly rent, at the end of the tenancy, of \$1,152.00 due on the 1st of each month with a security deposit of \$550.00 paid.

The landlord submits the tenant failed to pay rent for April 2013 and gave no notice that she was leaving the rental unit and that the landlord did not discover the tenant had

vacated the rental unit until after the 1st of May 2013. The landlord seeks rent for April and May 2013.

The landlord also submits the tenant owes late fees for 7 months of late rental payments during the course of the tenancy – 5 occurred between August and December 2012 and two for April and May 2013. Clause 10 of the tenancy agreement stipulates that tenant must pay \$25.00 for any late rental payments.

The landlord submits the tenant failed to return either of the two building keys; the two apartment keys; the mailbox key; and the garage door FOB. The landlord seeks to recover the cost to replace all of the keys, in the amount of \$103.04 and to have the locks re-keyed in the amount of \$131.25. Documentary confirmation of these expenses was provided into evidence.

The landlord also submits that the tenant failed to remove all of her belongings and the landlord had the items removed at a cost of \$367.50, receipt provided. The landlord states the rental unit required 7 hours cleaning at \$25.00 per hour for a total of \$175.00, receipt provided.

Analysis

Section 45(1) of the *Act* stipulates that a tenant may end a tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 45(3) states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Based on the undisputed testimony of the landlord I find the tenant failed to give the landlord any notice of her intent to end the tenancy in accordance with Section 45 and as such I find the tenant is responsible for the payment of rent for the months of April and May 2013.

Based on the clause in the tenancy agreement allowing for late fees for late payment of rent and the undisputed testimony of the landlord I find the landlord has established the tenant was late paying rent on at least 7 occasions and the landlord is entitled to compensation in the amount of \$175.00.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony, I find the landlord has established that the tenant failed to clean the rental unit and remove her belongings. I also find the tenant failed to return any of the keys she had been provided the landlord which caused the landlord to have to change the locks and get new keys made for the property. I find the landlord has established the value of these costs through the provision of receipts and confirmations.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,305.79** comprised of \$2,304.00 rent owed; \$542.50 for cleaning and removal; \$175.00 late fees; \$234.29 for lock re-setting and key replacement and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$550.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,755.79**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 28, 2013

Residential Tenancy Branch

