



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0821149 B.C. LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, late fee, cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that he served the tenant with the notice of hearing on June 03, 2013 by registered mail to his mailing address as provided by the tenant. The landlord filed a tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, loss of income, late fee, cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on February 05, 2013. The monthly rent is \$550.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$275.00 and a key deposit of \$100.00. The landlord filed a copy of the rental agreement which contains a clause requiring the tenant to pay a fee of \$25.00 for rent paid after the first of the each month.

The landlord stated that the tenant failed to pay rent for May 2013 and on May 06; the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice nor did he pay rent. The landlord visited the rental unit on May 16, 2013, at which time he found that the tenant had moved out. The tenant left the rental unit in a messy condition. The landlord filed photographs of the unit.

The landlord advertised the availability of the unit and was able to find a tenant for June 15, 2013. The landlord stated that the tenant did not return the keys and he had to use the services of a locksmith at a cost of \$125.00. The landlord filed a copy of the receipt of the payment. The landlord also filed receipts for the cost of cleaning supplies, labour to clean and dispose of the tenant's belongings. The landlord is claiming the following:

1.	Rent for May 2013	\$550.00
2.	Loss of income for June 1-15	\$275.00
3.	Locksmith	\$125.00
4.	Cleaning and cleaning supplies	\$66.70
5.	Removal of tenant's belongings	\$60.00
6.	Late rent fee	\$25.00
7.	Filing fee	\$50.00
	Total	<b>\$1,151.70</b>

### **Analysis**

In the absence of evidence to the contrary, I find that the tenant did not pay rent for May 2013 and moved out without notice on or about May 16, 2013 resulting in a loss of income for June 2013. Therefore, I find that the landlord is entitled to rent and loss of income. The landlord has filed sufficient evidence to support his monetary claim. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,151.70. I order that the landlord retain the security deposit and key deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$776.70. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$776.70**.

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: September 10, 2013

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Residential Tenancy Branch

