



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Action Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

MND, MNR, MNSD, FF

### Introduction

This is an application filed by the landlord for a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant has confirmed receipt of the landlord's notice of hearing package and the landlord's submitted documentary evidence. The tenants did not submit any documentary evidence. As both parties have attended and have confirmed receipt of the landlord's notice of hearing package and the submitted documentary evidence of the landlord, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

This tenancy began on February 1, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated February 1, 2013. The monthly rent was \$925.00 and a security deposit of \$400.00 was paid on February 1, 2013.

The landlord states that the tenant failed to provide notice to vacate and moved out without returning all of the keys and leaving the rental unit dirty requiring cleaning. The tenant disputes this stating that only two keys were returned as they only had two keys. The landlord states that there are no records of the number of keys being given to the tenants. The landlord states that cleaning was done by the landlord for a cost of \$350.00, changing of locks for \$45.00 and loss of rental income of \$445.00 for ½ of November 2013. The landlord states that the tenant's forwarding address in writing was first received via the tenant's notice of dispute resolution hearing package with the tenant's application. The tenant disputes this stating that their

forwarding address in writing was provided with the returned keys. The landlord states that the tenants moved out without notice, but that the unit was re-rented on November 15, 2013 and seek a pro-rated amount of \$445.00 for ½ of the monthly rent. The landlord also states in her direct testimony that the cost of cleaning and the changing of locks is based upon un-submitted invoices from third party contractors. The tenant disputes the claims of the landlord stating that the rental unit was given back to the landlord clean with the proper keys.

### Analysis

I accept the evidence of both parties and find that I prefer the evidence of the landlord over that of the tenant regarding proper notice to vacate the rental unit. The tenant has failed to provide sufficient evidence to satisfy me that proper notice to vacate the rental unit was given to the landlord. On this portion of the claim, I find that the landlord was reasonable and diligent and re-rented the unit on November 16, 2013. The landlord has established a claim for \$445.00 for loss of rental income.

On the monetary claims of \$350.00 for cleaning and \$45.00 for lock changes, I find that the landlord has failed to provide sufficient evidence to satisfy me. The tenant disputes having any elevator keys and states that the rental unit was returned in clean manner. The landlord relies solely on her direct testimony as no photographs, records for key distribution or invoices for work completed were submitted. These portions of the landlord's claim are dismissed.

The landlord has established a total monetary claim of \$445.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord may retain the \$400.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$95.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$95.00.  
The landlord may retain the security deposit.

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 19, 2014

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Residential Tenancy Branch

