



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD, MNR

### Introduction

This is an application for a monetary order for \$1500.40.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on August 12, 2014; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The tenant paid a security deposit of \$700.00 on June 17, 2013 and the tenancy began on July 1, 2013 with a monthly rent of \$1420.00.

The tenant subsequently paid a pet deposit of \$700.00 on July 15, 2013.

This tenancy ended on July 31, 2014; however the applicant testified that the tenant failed to give the required one month Notice to End Tenancy and as a result the landlords lost the full rental revenue for the month of August 2014.

The applicant further stated that the tenant also failed to return any of the keys to the rental unit or to the exterior door doors of the building.

The landlords are therefore requesting a monetary order as follows:

August 2014 lost rental revenue	\$1420.00
Replace locking deadbolt	\$48.00
Replace building entrance key	\$32.40
Filing fee	\$50.00
Total	\$1550.40

### Analysis

It is my finding that the landlords have shown that the tenant failed to give the one clear month Notice to End Tenancy that is required under section 45 of the Residential Tenancy Act.

It is also my finding that the landlords lost the full rental revenue for the month of August 2014 as a result of the improper notice.

I therefore allow the landlords claim for the lost rental revenue of \$1420.00.

It's also my finding that the landlord has shown that the tenant failed to return the keys to both the rental unit and to the building and I therefore also allow the claims for replacing the deadbolt and the entrance key.

I also allow the request for recovery of the \$50.00 filing fee.

### Conclusion

I have allow the landlords full claim of \$1550.40 and I therefore order that the landlords may retain the full security/pet deposit totaling \$1400.00, and I have issued a monetary order in the amount of \$150.40.

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: March 02, 2015

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Residential Tenancy Branch

