



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNS, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not attend although they were served with the application and Notice of Hearing sent by registered mail on December 4, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The rental unit is a strata title apartment in Surrey. The tenancy began on October 13, 2013 for a fixed term ending September 15, 2014. The monthly rent was \$970.00 and the tenants paid a security deposit of \$485.00 at the start of the tenancy.

The landlord was out of the country during the tenancy. It was a term of the agreement that the tenants would deposit the rent to the landlord's bank account on the first of each month, commencing November 1, 2013.

After paying the security deposit and the initial rent payment for October the tenants made no further rent payments although they made frequent promises to do so. On February 4, 2014 the landlord's agent personally served the tenants with a 10 day Notice to End Tenancy for unpaid rent in the amount of \$3,880.00.

The tenants did not pay the rent and abandoned the rental unit at the end of April.

The landlord has claimed unpaid rent for six months and for the following amounts:

| | |
|--|------------|
| • Broken main door bracket (replacement cost & labour): | \$350.00 |
| • Replace main door lock (keys not returned): | \$75.00 |
| • Key fob replacements (not returned) | \$50.00 |
| • Parking remote (not returned) | \$50.00 |
| • Carpet cleaning charges: | \$95.00 |
| • Kitchen counter repairs (Burned and required replacement): | \$300.00 |
| • Paint repairs: | \$80.00 |
| Total : | \$1,000.00 |

Analysis

I accept the landlord's testimony that the tenants failed to pay rent for six months before abandoning the rental unit I find that the tenants are responsible for the unpaid rent and for the costs to replace locks, fobs, a garage door opener and for cleaning and repairs as claimed. I allow the landlord's claim in the amount of \$6,820.00. The landlord is entitled to recover the \$100.00 filing fee for this application, for a total award of \$6,920.00.

Conclusion

I order that the landlord retain the security deposit of \$485.00 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$6,435.00. This order may be registered in the Small Claims Court 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: July 09, 2015

Residential Tenancy Branch

