



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord and the tenants called in and participated in the hearing.

### 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 tenants' security deposit?

### Background and Evidence

The rental unit is a strata title apartment in New Westminster. The tenancy began on May 1, 2015 for a fixed term ending December 31, 2015. The monthly rent was \$1,700.00 and the tenants paid a security deposit of \$850.00. The landlord filed an application for dispute resolution pursuant to the Direct Request process after serving the tenants with a 10 day Notice to End Tenancy for unpaid rent. Pursuant to a decision dated September 22, 2015 the landlord was granted an order of possession effective two days after service and a monetary order in the amount of \$1,700.00.

The landlord testified that the tenants did not move out of the rental unit until October 5, 2015. The tenants said they moved on October 4, 2016. The landlord sent a letter to the tenants on October 7, 2015. In the letter the landlord said that she would apply the tenants' \$850.00 security deposit to the outstanding monetary order and requested payment of the balance of \$850.00 due pursuant to the September 17<sup>th</sup> monetary order. She also said in the letter that she would be pursuing a separate claim for repairs.

In the application for dispute resolution before me the landlord claimed a monetary award in the amount of \$4,318.00. The landlord claimed payment of the following amounts:

- Replacing suite lock: \$117.39

• Replacing mailbox lock:	\$99.75
• Cleaning, cigarettes, damage, walls, floors:	\$315.00
• Unpaid utilities:	\$185.64
• Unpaid rent, September, October:	\$3,200.00
• Replace door:	\$100.00
• Garage fob replacement:	\$100.00

The landlord requested that instead of applying the security deposit to the previous monetary award granted to the landlord as she proposed in her letter to the tenants, she asked that it be applied in partial satisfaction of this claim. The landlord said that no part of the previous award has been paid. She acknowledged that she included September rent in this claim, but she has already been granted a monetary order for September rent.

The landlord submitted an invoice for utilities due to the City of New Westminster, an invoice for cleaning services and a bill from a locksmith, an e-mail confirming a fob replacement charge of \$100.00 and an invoice for a mailbox re-key in the amount of \$99.75.

The landlord submitted photographs that she said depicted the damage to the rental unit and the end of the tenancy and the mess and garbage left behind by the tenants at the end of the tenancy. The landlord did not supply invoices to support claims for a replacement door or for repairs to a garburator.

The tenants disagreed with the landlord's claims and said they moved because the building was under repair during the tenancy and there was scaffolding and tarps on the building.

### Analysis

The tenants moved out of the rental unit on October 4<sup>th</sup>. They did not return keys. The locks were changed on October 6<sup>th</sup> and I accept the landlord's evidence that there was damage and the unit was not properly cleaned when the tenants vacated. The landlord did not re-rent the unit for any part of October. I allow the landlord's claim for locksmith charges, cleaning, utilities, fob replacement and loss of rental income for October in the amount of \$2,517.78. In the absence of an invoice, I do not allow the claim for a door replacement. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2567.78. I order that the landlord retain the security deposit in the amount of \$850.00 in partial satisfaction of this award and I grant the landlord an order

under section 67 in the amount of \$1,717.78. This order may be registered in the Small Claims Court and enforced as an order of that court. This is in addition to the outstanding monetary order of \$1,700.00 granted on September 22, 2015.

Conclusion

The landlord's application has been allowed in the amount stated.

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: June 23, 2016

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Residential Tenancy Branch