



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR MNSD

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on November 13, 2015 a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by registered mail. Subsequently on April 26, 2016, the Amended Application was sent to the tenants by registered mail. The landlord provided registered mail tracking numbers in support of service.

Based on the above evidence, I am satisfied that the tenants were served with both the original and Amended Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

### Background and Evidence

The rental unit is six bedroom residential house. The tenancy began on May 15, 2015 with a monthly rent of \$1200.00 payable on the 1<sup>st</sup> day of each month. A written tenancy agreement was signed and provided on file. The tenant paid a security deposit of \$600.00 and a pet deposit of \$600.00 at the start of the tenancy which the landlord continues to hold.

The landlord provided a monetary order worksheet in which she claims a total of \$3603.22 comprised of the following:

- Outstanding rent for the months of September & October 2015 in the amount of \$2400.00. The landlord provided account activity reports from its financial institution in support of the returned cheques for these two months.
- A receipt dated November 9, 2016 in the amount of \$460.00 from a cleaning company hired to clean the rental unit. The landlord provided a move-in and move-out condition inspection report as well as 51 photos taken by the landlord on November 3, 2015 after the tenants had vacated the unit.
- A copy of an interact e-transfer report showing a payment dated December 24, 2015 in the amount of \$420.00 made to a person hired to perform additional cleaning and repair work on the rental unit.
- An amount of \$67.17 for replacing three locks of the rental unit as the tenant failed to return keys. A receipt was provided in support of a purchase of locks on November 5, 2015.
- A claim for \$234.77 for an outstanding invoice from Fortis Gas. The landlord provided a copy of the bill from Fortis Gas and claims the tenants failed to have the Fortis Gas connected in their names. Utilities were not included in the monthly rent as per the tenancy agreement.
- An amount of \$21.28 paid for rental of a carpet cleaner. A receipt dated November 9, 2015 was provided in support.

### Analysis

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1200.00 but failed to pay rent for the months of September & October 2015. I accept the landlord's claim for the outstanding Fortis Gas bill as the tenancy agreement supports the landlord's claim that utilities were not included. I accept the landlord's claim to be reimbursed for the cost of replacing the locks as the onus is on the tenants to return any keys in their possession at the end of the tenancy and they failed to do so. I also accept the landlord's claim for cleaning and repair related costs as claimed including the cost to rent a carpet cleaner. The condition

inspection report and pictures provided by the landlord support a finding that the amounts claimed for cleaning and repair work are reasonable.

The landlord continues to hold a security deposit and pet deposit in the amount of \$1200.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$2403.22.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$2403.22. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: June 06, 2016

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Residential Tenancy Branch