



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

On November 12, 2015, the Landlord submitted an Application for Dispute Resolution to keep the security deposit and to recover the cost of the filing fee. The matter was set for a conference call hearing at 1:30 p.m. on this date.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that he served the Tenant with the Notice of Hearing and all of the evidence before me by sending it to the Tenant using registered mail on November 18, 2015. The Landlord provided the registered mail tracking number as proof of service. I find that the Tenant has been duly served in accordance with the Act.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary Issues

In the details of dispute in the Landlord's application, the Landlord states he suffered a loss of rent and incurred costs for cleaning the rental unit. In the Landlord's documentary evidence he provided a monetary order worksheet which lists his claims for loss of rent and costs for repair and cleaning of the rental unit.

The Application is clear that the Landlord intended to select the claims for rent and cleaning in his application, and as the Tenant was served with these documents, and had notice of the claims, I have allowed the Landlord's application to be amended to include a monetary order for unpaid rent and utilities and a monetary order for damage to the unit.

Issues to be Decided

Is the Landlord entitled to a monetary order to recover unpaid rent?
Is the Landlord entitled to keep the security deposit towards unpaid rent?
Is the Landlord entitled to a monetary order due to damage to the unit?
Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on September 1, 2012, as a month to month tenancy. Rent in the amount of \$655.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit of \$317.50.

The Landlord testified that the Tenant did not give proper notice to end the tenancy resulting in the Landlord not being able to re-rent the unit until November 9, 2015, and a loss of eight days of rent. The Landlord testified that he received the Tenant's written notice to end the tenancy in the buildings mail slot on November 4, 2015. The Landlord testified that he rented the unit to a new tenant on November 9, 2015.

The Landlord also testified that the Tenant left the rental unit dirty and did not return the keys to the mailbox, or the unit. The Landlord has provided a monetary worksheet listing the following claims:

Loss of 8 days of rent for November 2015	\$183.00
Locksmith keys for mailbox and bedroom lockset	\$59.25
Multiple trips to check for Tenants keys	\$100.00
Re-installing the venetian blinds	\$50.00
Cleaning food out of the cupboards	\$50.00
Cleaning cupboards, floors, windows and deck	\$0
Total	\$442.50

The Landlord seeks a monetary order for unpaid rent and cleaning / repair costs in the amount of \$442.25 and requests to retain the security deposit in partial satisfaction of the claim. The Landlord also asks to recover the cost of the filing fee for the hearing.

Loss of Rent

The Landlord testified that the Tenant did not give notice to end the tenancy until November 4, 2016. The Landlord re-rented the unit to a new Tenant on November 9, 2016.

The Landlord amends his claim to be \$174.66 for the loss of eight days of rent. The Landlord calculated this amount by dividing the monthly rent of \$655.00 by 30 days, and multiplying the result by eight days. ($\$655/30 = \$21.83 \times 8 = \$174.66$).

Locksmith

The Landlord testified that the Tenant did not return the keys to the mailbox and left the bedroom door inside the unit locked. The Landlord testified that he had to hire a locksmith to come and change the locks. The Landlord claims \$59.25 and has provided a receipt from the Locksmith.

Trips to check for keys

The Landlord testified that the Tenant promised to return the rental unit keys to the building mail slot but failed to do so. The Landlord stated that he had to make three or four trips to the rental

building to check if the keys had been returned. The Landlord claims \$100.00 for his time and effort.

Reinstalling the venetian blinds

The Landlord testified that the Tenant took down all the venetian blinds in the rental unit and put up curtains. He submits that the Tenant did not put the blinds back up when he moved out. The Landlord states that it took him three hours to put up four venetian blinds in the unit. The Landlord claims the amount of \$20.00 per hour. The Landlord amends his claim for this to be \$60.00.

Cleaning food out of cupboards

The Landlord testified that the Tenant left food behind in the cupboards and the Landlord had to remove all the food from the cupboards and clean the cupboards. The Landlord claims the amount of \$20.00 per hour and claims the amount of \$50.00.

Cleaning floors and windows and the deck

The Landlord submits that he had to clean the floors, windows and deck and that this took a full day. The Landlord did not provide a monetary amount for the cleaning of these items.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not give the Landlord proper Notice to end the tenancy and is responsible to pay for eight days of rent for November 2015.

I accept the Landlords testimony that the Tenant did not return the rental unit keys and I award the Landlord the amount of \$59.25 for his claim.

With respect to the Landlord's claim of \$100.00 for trips to the rental building to check for keys, I decline an award for this activity. I find that this activity is not recoverable as it is the cost of doing business as a Landlord.

I accept the Landlords claim for \$60.00 for the time it took the Landlord to re-install the four Venetian blinds in the rental unit. I also accept the Landlords claim of \$50.00 for removing food and cleaning the cupboards in the rental unit.

As the Landlord did not provide a monetary amount for his claim regarding cleaning the rental unit, I decline a monetary award.

I award the Landlord the following amounts:

Loss of 8 days of rent for November 2015	\$174.66
Locksmith keys for mailbox and bedroom lockset	\$59.25
Multiple trips to check for tenants keys	\$0

Re-installing the venetian blinds	\$50.00
Cleaning food out of the cupboards	\$50.00
Cleaning cupboards, floors, windows and deck	\$0
Total	\$333.91

I order that the Landlord can keep the security deposit in the amount of \$317.50 in partial satisfaction of the Landlord's claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$433.91 comprised of \$333.91 in claims for the above mentioned items and the \$100.00 fee paid by the Landlord for this hearing. After off-setting the security deposit of \$317.50 towards the claim of \$433.91, I find that the Landlord is entitled to a monetary order in the amount of \$116.41. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Landlord has established a claim in the amount of \$333.91. The Landlord is also awarded the cost of the filing fee. I order that the Landlord can keep the security deposit in the amount of \$317.50.00 in partial satisfaction of the claim.

The Landlord is granted a monetary order in the amount of \$116.41.

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 08, 2016

Residential Tenancy Branch