



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, OPC, OPM

### Introduction

This is an application brought by the Landlord requesting an order to retain the full security deposit of \$1400.00, and requesting that a monetary order in the amount of \$4453.35 be issued.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on February 13, 2016; however the respondent 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 and I therefore conducted the hearing in the respondent's absence.

The 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 applicant testified that this tenancy began on July 18, 2015, with a monthly rent of \$2800.00, and that a security deposit of \$1400.00 was paid on July 19, 2015.

The applicant further testified that this tenancy ended on January 31, 2016 pursuant to a mutual agreement to end the tenancy.

The applicant further testified that at the beginning of the tenancy the tenant agreed that, in lieu of paying any rent in the month of July 2015, he would replace the washer and dryer with a new model; however the tenant failed to do so, and therefore the landlord is requesting that the tenant now pay the prorated rent of \$1174.00.

The applicant further testified that the tenant damaged the parkade gate at the rental property and failed to pay for the repair, and as a result the Strata has now charged him for that repair, in the amount of \$735.00.

The applicant further testified that the tenant damaged all the floors in the rental unit and left all the walls in the rental unit in need of repairs and painting, and as a result the landlord had to have those repairs done at a cost of \$945.00.

The applicant further testified that the tenant changed the locks on the rental unit without the authorization to do so and as a result he has had to have the unauthorized locks removed and new locks installed at a cost of \$199.43.

The applicant further testified that as a result of all the damage in the rental unit, and the time needed to do repairs, they were unable to re-rent the unit in the month of February 2016, and lost the full rental revenue of \$2800.00.

The applicant is therefore requesting a monetary claim as follows:

Prorated rent for July 2015	\$1174.00
Parkade gate repair	\$735.00
Repair floors and walls and repaint	\$945.00
Locksmith charge	\$199.43
Lost rental revenue for February 2016	\$2800.00
Total	\$5853.43

### Analysis

I have reviewed the evidence and testimony presented by the applicant and it is my finding that the applicant has established the full amount claimed.

The applicant has provided evidence that shows that the tenant was to replace the washer and dryer in lieu of prorated rent for the month of July 2015, and, since the tenant failed to do so, it's my decision that the tenant does have to pay that prorated rent.

It is also my finding that the applicant has shown that the tenant damaged the Parkade gate at the rental property, and as a result the landlord was billed for the repair. It is my decision therefore that the tenant is also liable for those repair costs.

It is also my finding that the landlord has shown that the tenant left the rental unit in need of floor repairs, wall repairs and repainting and I therefore also allow that portion of the landlords claim.

It is also my finding that the landlord has shown that the tenant changed the locks to the rental unit without the authority to do so and I therefore allow the landlords claim for removing and replacing the unauthorized locks.

It is also my finding that the landlord has shown that, due to the poor condition in which the rental unit was left, the landlord was unable to re-rent the unit for the month of February 2016, and is my decision therefore that the tenant is liable for that lost rental revenue.

### Conclusion

Pursuant to section 67 of the Residential Tenancy Residential Tenancy Act, I have allow the landlords full claim of \$5853.43 and I therefore Order that the landlord may retain the full security deposit of \$1400.00, and I have issued a Monetary Order in the amount of \$4453.43.

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: August 02, 2016

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Residential Tenancy Branch

