



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPC MNDC MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. They said that the One Month Notice to End Tenancy dated June 27, 2016 to be effective July 26, 2016 was served by posting it on the door and the Application for Dispute Resolution was served by registered mail. I find that the tenant is served or deemed to be served with the Application/Notice of Hearing according to sections 88, 89 and 90 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Section 47 and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears, damages and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced January 1, 2015, rent is \$750 a month and a security deposit of \$375 and a pet damage deposit of \$200 were paid. The landlord said the tenant had illegally sublet the unit and moved out herself so the one month notice to end tenancy was served. The occupants vacated on August 16, 2016 leaving \$771.75 in rent arrears. The landlord also claims \$300 for replacing the high security keys that were not returned and \$600 for cleaning.

The landlord supplied as evidence a statement of account showing unpaid rent of \$771.75 and charges to the owner of \$300 for lost key replacement and \$600 for cleaning. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis**Order of Possession**

The landlord no longer requests an Order of Possession as the occupants vacated on August 16, 2016.

Monetary Order

I find that there are rental arrears in the amount of \$771.75 and damages of \$900. Section 7 of the Act provides that if a party violates the tenancy agreement or Act and causes loss to the other party, they are responsible to compensate them for the loss. I find the tenant violated section 37 of the Act which requires tenants, when vacating, to leave the unit clean and to return all keys. I find the landlord incurred costs of \$600 to clean and \$300 to replace the keys which are high security keys. I find the landlord entitled to recover damage costs of \$900.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security and pet damage deposits to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears	771.75
Cleaning costs	600.00
Key replacement costs	300.00
Filing fee	100.00
Less security (375) and pet damage deposits (200)	-575.00
Total Monetary Order to Landlord	1196.75

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: September 15, 2016

Residential Tenancy Branch

