Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   FF, MNSD, MNDC, MNR,

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of $1101.86, requesting recovery of the $100.00 filing fee, and requesting an order to retain the full security deposit of $400.00 towards the claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on February 25, 2017; 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.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicants testified that this tenancy began on September 15, 2016 with a monthly rent of $800.00, due on the first of each month.

The applicants further testified that the tenant paid a $400.00 security deposit at the beginning of the tenancy.

The applicants further testified that the tenant failed to pay the January 2017 rent and vacated the rental unit on January 15, 2017, after receiving a 10 day Notice to End Tenancy. As a result they lost the full January 2017 rent of $800.00.

The applicants further testified that the tenant left the rental unit in need of cleaning, and therefore they are requesting the cost of that cleaning, in the amount of $150.00.

The applicants further testified that the tenant failed to return the keys, and therefore the locks had to be changed, at a cost of $85.00. They further stated that the tenant subsequently came back with the keys, however by that time the locks had already been changed.

The applicants further testified that, at the end of the tenancy, the television channel changer was missing and had to be replaced at a cost of $16.86.

The applicants testified that the tenant also left some furniture behind, and as a result they had to remove the furniture to the dump, at a cost of $50.00.

The applicants are therefore requesting a total monetary order of $1101.86 and recovery of their $100.00 filing fee.

Analysis

I have reviewed the evidence provided by the landlords, as well as the testimony given by the landlords, and it is my finding that the landlords have established the full amount claimed.

The tenant failed to pay the January 2017 rent and, even though the tenant subsequently vacated the rental unit on January 15, 2017, the landlord still lost the full rent for January 2017, and therefore the tenant is liable for that full amount.

I also accept the landlords testimony that the rental unit was left in need of cleaning, that the keys were not returned, that a television changer was missing, and that the tenant failed to remove some of her furniture, and therefore it's my decision that the tenant is liable for the resulting costs.

Therefore pursuant to section 62 of the Residential Tenancy Act I have allowed a total claim as follows:

January 2017 lost rental revenue	$800.00
Cleaning	$150.00
Changing the locks	$85.00
Replace television channel changer	$16.86
Dump fees	$50.00
Filing fee	$100.00
Total	$1201.86

Conclusion

I have allowed a total claim of $1201.86, and therefore, pursuant to section 38 of the Residential Tenancy Act, I order that the landlords may retain the full security deposit of $400.00, and pursuant to section 67 of the Residential Tenancy Act I have issued a monetary order in the amount of $801.86.

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: July 29, 2017

Residential Tenancy Branch