



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Creighton & Associates Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FF MND MNDC MNR MNSD**

Introduction

This is an application brought by the Landlord(s) requesting the Monetary Order in the amount of \$1653.27, and requesting recovery of the \$100.00 filing fee, for a total of \$1753.27, and requesting an order to retain the full security deposit of \$537.50 towards the claim.

The applicant testified that the respondent(s) were both served with notice of the hearing by registered mail that was mailed on September 2, 2017 to the tenants present address; however the respondent(s) 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(s) have 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 applicant has established a monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicant testified that, this tenancy began on May 1, 2012, and that a security deposit of \$537.50 was collected at the beginning of the tenancy.

The applicant further testified that the tenants failed to pay the May 2017 rent, in the amount of \$1240.00, and therefore were served with a 10 day Notice to End Tenancy.

The applicant further testified that the tenants vacated somewhere around May 10, 2017, however they did not inform the management that they were vacating and did not return any keys.

The applicant further testified that the tenants also failed to give a forwarding address; however they have recently found out the tenants present address and that is where the dispute resolution packages were served.

The applicant further testified that the tenants failed to do any cleaning, and left a lot of junk behind, including a mattress.

The applicants are therefore requesting a monetary claim as follows:

May 2017 rent outstanding	\$1240.00
Cleaning and junk removal labor	\$200.00
Cleaning supplies	\$18.67
Replaced two keys	\$6.50
Rekey the suite and replace mailbox lock	\$153.10
Remove mattress to the dump	\$35.00
Filing fee	\$100.00
Total	\$1753.27

The applicants therefore request an order allowing them to keep the full security deposit of \$537.50 towards this claim, and request a Monetary Order be issued for the remaining \$1215.77.

Analysis

Having reviewed all the evidence provided by the landlord, and having considered the landlord's testimony, it is my finding the landlords have established the full amount claimed.

The tenants failed to pay the May 2017 rent and vacated around May 10, 2017, and the landlord was not able to re-rent the unit for the month of May 2017, and therefore lost that full rental income.

I also accept the landlord's testimony that the rental unit was left in need of significant cleaning, and I therefore also allow the claim for cleaning and junk removal.

I also accept the landlord's testimony that the tenants failed to return the keys to the rental unit, and I therefore also allow the landlord's claim for replacing the keys and rekeying the doors to the rental unit and replacing the mailbox lock.

It is my decision therefore pursuant to section 62 of the Residential Tenancy Act, but I allow the landlord's full claim of \$1653.27.

Further, since I have allowed the landlord's full claim I also allow the request for recovery of the \$100.00 filing fee, pursuant to section 72 of the Act.

Conclusion

I have allowed a total claim of \$1753.27, and I therefore order, pursuant to section 38 of the Residential Tenancy Act, that the landlords may retain the full security deposit of \$537.50, and I have issued a Monetary Order, pursuant to section 67 and 72 of the Residential Tenancy Residential Tenancy Act, for the respondents to pay \$1215.77 to the landlord.

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: March 13, 2018

Residential Tenancy Branch