



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDLS MNRLS MNDCLS FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") for a monetary order for damages to the unit, site or property, to retain the tenant's security deposit and pet damage deposit, for money owed for compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing") application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on October 27, 2017 and that the mail was addressed to the tenant at the address provided by the friend of the tenant. The registered mail tracking number has been included on the cover page of this decision for ease of reference. According to the online registered mail tracking website the registered mail package was signed for and accepted by the tenant on November 1, 2017 and required a signature from the tenant to be accepted. Based on the undisputed testimony and evidence before me and the registered mail tracking number provided which was confirmed by way of the online registered mail website information, I find the tenant was served with the Notice of Hearing, application and documentary evidence on November 1, 2017 which is the date the tenant signed for and accepted the registered mail package from the landlord. Therefore, the hearing continued without the tenant present and as such, I consider this application to be unopposed by the tenant.

Preliminary and Procedural Matter

The landlord confirmed their email address at the outset of the hearing. Accordingly, the decision will be emailed to the landlord and sent by regular mail to the tenant who did not attend the hearing to provide their email address.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit and pet damage deposit under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on January 15, 2017 and was scheduled to end on January 14, 2018. The landlord stated she considered that the tenant abandoned the rental unit on October 2, 2017. During the tenancy monthly rent was \$925.00 per month and was due on the first day of each month. The landlord stated that the tenant paid a security deposit of \$462.50 and a pet damage deposit of \$462.50 which the landlord continues to hold.

The landlord is claiming a total of \$2,912.67 which is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Removal of abandoned item	\$225.00
2. Change locks (keys not returned)	\$130.00
3. Storage costs of items exceeding \$500.00 in value	\$700.00
4. Cleaning costs	\$325.00
5. Removal and replacement of damaged blinds	\$90.00
6. Repainting costs for damage wall	\$140.00
7. Garbage disposal costs	\$140.00
8. Electricity – unpaid portion owed by tenant	\$50.00
9. Electrician to fixed damaged wall plug	\$187.67
10. Unpaid September rent / loss of September rent	\$925.00

TOTAL	\$2,912.67
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Regarding item 1, the landlord has claimed \$225.00 for the cost to remove the tenant's personal items left behind in the rental unit. The landlord stated that as the landlord determined that the items were worth more than \$500.00 she complied with the requirements of the section 25 of the *Residential Tenancy Regulation* ("regulation") by storing the tenant's property for 60 days.

The landlord affirmed that the tenant was served with a 1 Month Notice to End Tenancy for Cause dated September 2, 2017 ("1 Month Notice") on September 2, 2017. The landlord confirmed that the tenant did not dispute the 1 Month Notice and that the effective vacancy date was listed as October 1, 2017 which automatically corrects under section 53 of the *Act* to October 31, 2017. The landlord stated that she last saw the tenant in the rental unit on October 2, 2017 so considered the rental unit abandoned as of that date. The landlord stated that she has not re-rented the rental unit and that it remains vacant as of the date of the hearing. The landlord submitted photos of the tenant's personal items and a receipt for storage costs in support of this item.

Regarding item 2, the landlord has claimed \$130.00 for the cost to rekey the rental unit as the landlord stated that the tenant has not returned the rental unit keys. The landlord referred to an invoice and the condition inspection report ("CIR") in support of this item being claimed.

Regarding item 3, the landlord has claimed \$700.00 for the cost to store the tenant's personal items as required by section 25 of the regulation. The landlord stated that the tenant eventually picked up just a few items and left the remainder which was disposed of as garbage as a result. The landlord submitted a receipt for \$700.00 in support of this item and referred to the CIR which makes reference to the personal items left behind by the tenant.

Regarding item 4, the landlord has claimed \$325.00 for cleaning costs due to what the landlord described as a dirty rental unit left by the tenant when the tenant abandoned the rental unit. The landlord referred to several colour photos, a receipt for \$325.00 for cleaning costs and the CIR in evidence in support of this item.

Regarding item 5, the landlord has claimed \$90.00 to repair what the landlord indicated was damaged blinds. The landlord affirmed that the \$90.00 amount was for the removal and replacement of the damaged blind that was supported by a receipt and photographic evidence submitted in evidence.

Regarding item 6, the landlord has claimed \$140.00 for the cost to repaint a damaged wall. The landlord referred to photographic evidence that the landlord stated showed a wall that the tenant wrote on and that required repair. The landlord also referred to an invoice of \$140.00 and the CIR which supports this portion of the landlord's claim.

Regarding item 7, the landlord has claimed \$140.00 for garbage disposal costs. The landlord referred to an invoice, the CIR and photographic evidence in support that the tenant left behind garbage in the rental unit before abandoning the rental unit.

Regarding item 8, the landlord has claimed \$50.00 for unpaid electricity utilities. The landlord stated that while the tenant was responsible for 1/6 of the utility costs, the tenant explained to her that he could not afford that so she did a lower amount of a \$50.00 flat rate for utilities that the tenant failed to pay for August 2017.

Regarding item 9, the landlord has claimed \$187.67 to repair a damaged electrical receptacle. The landlord referred to an invoice, the CIR and photographic evidence which showed an obviously burned/charred electrical outlet in the rental unit.

Regarding item 10, the landlord has claimed \$925.00 for unpaid September 2017 rent.

Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As I have accepted that the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the evidence supports the landlord's claim and is reasonable. I also find that the tenant breached section 37 of the *Act* which requires the tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I find the tenant failed to leave the rental unit reasonably clean and damaged the areas claimed by the landlord beyond reasonable wear and tear.

In addition, I find the tenant breached section 26 of the *Act* that required that September 2017 rent be paid by September 1, 2017 in accordance with the tenancy agreement.

Therefore, I find the landlord has met the burden of proof in proving their entire claim of **\$2,912.67** as claimed.

As the landlord's claim was successful, I find the landlord is entitled to the recovery of the cost of the filing fee of **\$100.00** pursuant to section 72 of the *Act*, as their application was fully successful. Based on the above, I find the landlord has established a total monetary claim of **\$3,012.97** as described above.

As the landlord continues to hold the tenant's \$462.50 security deposit and \$462.50 pet damage deposit for a total of \$925.00 in combined deposits and pursuant to sections 38 and 72 of the *Act*, I authorize the landlord to retain the tenant's full combined deposits of \$925.00 which have accrued \$0.00 in interest, in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$2,087.67**. I caution the tenant to comply with section 37 of the *Act* in the future.

Conclusion

The landlord's application is fully successful.

The landlord has been authorized to retain the tenant's combined deposits of \$925.00 including \$0.00 in interest, in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$2,087.67. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 11, 2018

Residential Tenancy Branch