



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### **Dispute Codes:**

MND

MNR

MNSD

FF

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided by the Landlord prior to the Hearing. The Landlord’s agent gave affirmed evidence and this Hearing proceeded on its merits.

### **Issue(s) to be Decided**

This is the Landlord’s application for a monetary order for unpaid rent and damage to the rental property, to keep all of the security deposit, and to recover the filing fee from the Tenant for the cost of the application.

### **Background and Evidence**

#### Service

The Landlord’s agent testified that she mailed the Tenant the Application of Dispute Resolution and Notice of Hearing package, by registered mail, on February 13, 2009, to

the Tenant's forwarding address in Saskatchewan. The Landlord provided a Canada Post tracking number for the registered mail packages, together with a tracking search. The tracking search indicates that delivery of the registered mail package was attempted on February 16, 2009 and a notice card was left indicating where the package could be picked up.

#### Landlord's agent's testimony and evidence

The tenancy started on March 15, 2007. Monthly rent for the rental unit was \$751.00 payable on the first day of the month. The Tenant paid a security deposit to the Landlord in the amount of \$362.50 on March 12, 2007. The Landlord provided a copy of the Condition Inspection Report.

The Landlord's agent testified that the Tenant gave the Landlord notice on February 3, 2009, of her intent to vacate the rental unit. The Landlord provided a copy of the Tenant's letter dated February 3, 2009. In the letter, the Tenant agreed to pay rent for the month of February, 2009, but the Landlord's agent testified that the Tenant did not pay rent for the month of February, 2009. The Tenant provided the Landlord with her forwarding address on February 3, 2009. The Landlord's agent testified that the Tenant moved out of the rental unit on February 3, 2009. The Landlord's agent testified that the unit was re-rented on March 1, 2009. The Landlord applied for unpaid rent in the amount of \$751.00 for the month of February.

The Landlord's agent testified that the Tenant only returned one of the two keys to the rental unit. The Landlord had to replace the key and applied for damages in the amount of \$35.74 towards key replacement. The Landlord's agent testified that the Tenant left the rental suite without shampooing the carpet or cleaning the curtains. The Landlord's agent testified that the sink needed some plumbing repairs when the Tenant left and applied for compensation for damages to the sink. The Landlord provided an invoice for cleaning and repairs in the amount of \$185.00. The Landlord's agent testified that the

Landlord replaced the key with one on site and did not provide an invoice for the cost of the key.

### **Analysis**

I accept the Landlord's agent's testimony with respect to service of the notice of hearing documents by registered mail. Pursuant to Section 90 of the Act, service in this manner is deemed to have been effected 5 days after mailing the documents. The Tenant did not appear at the Hearing in spite of being duly served and the Hearing proceeded in her absence.

The Tenant left the rental unit without shampooing the carpets or cleaning the curtains. The Landlord provided a copy of the tenancy agreement. Paragraph 3 of the agreement states: "If carpets and drapes are professionally cleaned at the commencement of the tenancy, the tenant is required to pay for professional cleaning at termination". The Landlord's agent provided a copy of the Condition Inspection Report, which indicates carpets and curtains were satisfactory when the Tenant moved in.

The Landlord provided a copy of an invoice in the amount of \$185.00 for cleaning the carpets and curtains and for plumbing repairs. I grant this portion of the Landlord's application.

I accept the Landlord's agent's testimony with respect to non-payment of February's rent. I grant this portion of the Landlord's application.

The Condition Inspection Report indicates that 2 keys for the suite, 2 keys for the entry, 1 key for the mail box and 1 key for the bike locker were provided to the Tenant at move-in. The Report indicates 1 key for the suite, 1 key for the entry, 1 key for the mail box and no key for the bike locker were provided to the Landlord at move-out. I grant the Landlord's application for \$35.74 key replacement costs.

The Landlord has been largely successful in its application and is entitled to recover the filing fee for the cost of its application from the Tenant. Pursuant to Section 72(2)(b) of

the Act, the Landlord may apply the security deposit, together with accrued interest, in partial satisfaction of its monetary claim.

The Landlord has established a monetary order in the amount of \$646.78 against the Tenant, calculated as follows:

Unpaid rent for February, 2009	\$751.00
Cost of cleaning and plumbing repair	\$185.00
Cost of replacing keys	\$35.74
Recovery of filing fee	\$50.00
Less security deposit and accrued interest of \$12.46	<u>&lt;\$374.96&gt;</u>
TOTAL	\$646.78
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### **Conclusion**

I grant the Landlord a monetary order under section 67 of the Act for \$646.78. This order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

April 20, 2009

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