



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

This is an application for a Monetary Order for \$2464.81.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on April 29, 2014 to a forwarding address provided by the tenant/respondent; 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.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established a monetary claim against the respondent and if so in what amount?

Background and Evidence

The applicants testified that:

- This tenancy began on January 8, 2014 with a monthly rent of \$1500.00 and a security deposit of \$750.00 was collected on that date.
- The tenant failed to give the required one clear month Notice to End Tenancy; giving notice on April 2, 2014 and vacating on April 15, 2014.
- As a result of the improper notice they were unable to re-rent the unit for the following month and therefore lost the rental revenue for that month.
- The tenant also left the rental unit in need of significant cleaning and repairs, and some items that were in the rental unit at the beginning of the tenancy were missing.
- They had to spend a total of 8 hours cleaning the rental unit.
- Two sheets that were supplied with the rental unit were stained and would not come clean. They therefore had to replace those sheets.
- The whole outside of the barbecue was badly damaged and appeared as if the heat had been left on for an extended period of time, causing the paint to bubble and warp.
- The tenant had been burning wooden pallets on the lawn, causing a large burn in the lawn and leaving numerous nails and screws behind that had to be removed.
- The tenant had melted something onto the wood stove which required extensive scraping to remove, and the wood stove had to be repainted.
- The tenant had damaged a lever in the oven door and that lever had to be replaced to fix the door.
- There was a full set of dishes in the rental unit at the beginning of the tenancy however at the end of the tenancy two bowls, one plate, and three glasses were missing.
- The tenant failed to pay the BC Hydro bill and the Shaw Internet bill.
- The tenant also refused to return the keys at the end of the tenancy and therefore the locks will have to be rekeyed.

They are therefore requesting a Monetary Order as follows:

1 month lost rental revenue	\$1500.00
Eight hours of cleaning X \$15.00	\$120.00
Replace damaged sheets	\$100.00
Replace damaged barbecue	\$112.50
Repair and cleanup lawn	\$80.00
Cleaned and repaint stove	\$35.00
Repair oven door	\$30.00
Replace missing dishes	\$20.00
Outstanding Hydro utility Bill	\$180.32
Outstanding Shaw Internet bill	\$89.19
Rekeying the locks	\$147.80
Filing fee	\$50.00
Total	\$2464.81

They further request an order allowing them to keep the full security deposit of \$750.00 towards the claim and requested a Monetary Order be issued for the difference.

Analysis

It is my finding that the applicants have established the full amount claimed.

I accept the landlord's testimony that the respondent did not give the required clear one-month Notice to End Tenancy and therefore it's my finding that the tenant is liable for the lost rental revenue for the following month.

It's clear from the photo evidence that this rental unit was left in need of significant cleaning, and I therefore also allow the reasonable claim for cleaning.

The photo evidence also clearly shows that items in the rental unit were left damaged and in need of repairs or replacement.

I also accept the landlord's testimony that the tenant failed to pay the outstanding Hydro and Internet utility bills.

Further since the tenant failed to return the keys to the rental unit, I also allow the landlords request for funds to cover the cost rekeying the locks.

I also allow the request for recovery of the filing fee.

Conclusion

I have allowed the landlords full claim of \$2464.81 and I therefore order that the landlord may retain the full security deposit of \$750.00 and I have issued a Monetary Order for the respondent to pay \$1714.81 to the applicant's.

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: August 28, 2014

Residential Tenancy Branch

