

DECISION

Dispute Codes: MND, MNSD, MNDC, FF

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security deposit and pet damage deposit in satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 13, 2009, the tenants did not participate in the conference call hearing.

On February 12, 2008, the landlords collected a security deposit from the tenants in the amount of \$420.00. On February 23, 2008, the landlord collected an additional pet damage deposit from the tenants in the amount of \$200.00. The tenancy began on March 1, 2008 for a fixed term ending on February 28, 2009. A move in condition inspection and report were completed by the landlords and the tenants on March 1, 2008. Rent in the amount of \$840.00 was payable in advance on the first day of each month. On February 28, 2009, the tenants were moving out. The landlords requested for the tenants to phone them when they completed their moving so they could conduct a move out condition inspection. The tenants did not call the landlords. When the landlords arrived at the unit in the afternoon, the tenants had already left the unit. Since then, the tenants had moved to another province. The landlords therefore completed the move out condition inspection and report without the tenants.

Late Payment Charges

The landlords said that the tenants were late in paying rent for the months of September, October, November, December and January and they are claiming late payment charges of \$20.00 for each of these months for a total of \$100.00. To support their claim, they submitted 1) a rent ledger showing that the tenants were late in paying rent for these months and 2) Clause 3 of the tenancy agreement which states the applicability of late payment charges in the amount

of \$20.00. Based on the above documents, I find that the landlords have proven that the tenants were late in paying rent for September, October, November, December and January and that the landlords are entitled to recovery of \$20.00 for each of these months as late payment charges. I therefore allow a claim of \$100.00.

The landlords are also claiming for these costs incurred in addressing the damages.

Carpet Cleaning

The landlords said that the carpet needed cleaning and they are claiming \$68.25 as carpet cleaning cost. To support their claim, the landlords submitted 1) the move in and move out condition inspection report which shows that the carpet was in clean condition on March 1, 2008 and on February 28, 2009, it needed cleaning, 2) an invoice from Pro Carpet Care which shows that the unit was cleaned and deodorized for an amount of \$68.25. Based on the landlords' undisputed testimony and the above documents, I find that the landlords have proven the need for carpet cleaning at the end of tenancy and the cost of such cleaning to be \$68.25. I therefore allow a claim for this amount.

Cleaning

The landlords said that the unit needed cleaning and they are claiming \$40.00 as labour for cleaning the unit and \$8.00 as cost for cleaning supplies for a total of \$48.00. To support their claim, the landlords submitted 1) the move in and move out condition inspection report which shows that the unit was in clean condition on March 1, 2008 and on February 28, 2009, it needed cleaning, 2) an invoice dated March 1, 2009 from a cleaning person, TP, which shows that she completed the cleaning of the unit in 4 hours for a total charge of \$40.00. Based on the landlords' undisputed testimony and the above documents, I find that the landlords have proven the need for cleaning the unit at the end of tenancy and the cost of labour in completing such cleaning to be \$40.00. I also find the claim

for \$8.00 for cleaning supplies to be reasonable. I therefore allow a claim for \$48.00.

Drape Cleaning

The landlords said that the drapes needed cleaning and they are claiming \$25.00 as cost for drape cleaning. To support their claim, the landlords submitted 1) the move in and move out condition inspection report which shows that new drapes were installed in the unit on March 1, 2008 and on February 28, 2009, these drapes needed cleaning, 2) a payroll advice which shows that a payment of \$25.00 for MN was authorized as payment for drape cleaning. Based on the landlords' undisputed testimony and the above documents, I find that the landlords have proven the need for drape cleaning at the end of tenancy and the cost of such cleaning to be \$25.00. I therefore allow a claim for this amount.

Mail Box Key

The landlords said that the tenants had failed to return the mail box key at the end of tenancy and they are claiming for \$5.00 as replacement cost. I note that the move out condition inspection report shows a notation "Lost mail key". Based on the landlords' undisputed testimony and the above documents, I find that the landlords have proven that the mail box key was not returned at the end of tenancy. I also find the replacement cost of \$5.00 to be reasonable. I therefore allow a claim for this amount.

Conclusion

Based on the above, I find that the landlords have established a total claim for \$246.25 comprised of \$100.00 as late payment charges and \$146.25 as costs incurred in addressing the damages. The landlords are also entitled to recovery of the \$50.00 filing fee. I order that the landlords retain a total amount of \$296.25 from the security deposit, pet damage deposit and interest of \$628.15 in satisfaction of the claim. The landlords are to return the balance of the security

deposit, pet damage deposit and interest in the amount of \$331.90 forthwith to the tenants.

Dated June 11, 2009.