

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord presented evidence showing that the application for dispute resolution and notice of hearing were sent to the tenant by registered mail on February 22 and that he signed for the documents on March 5. I found that the tenant had been given notice of the hearing and the claim made against him and the hearing proceeded in his absence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on August 1, 2006. The tenant paid a \$442.00 security deposit on July 14, 2006. The tenancy agreement provided that rent is due in full in the first day of each month and that late rental payments are subject to a charge of \$25.00. The landlord adopted the practice of charging the tenant \$2.00 per day for late payments up to a maximum of \$25.00. The tenant habitually paid his rent late and although the landlord repeatedly asked the tenant to pay late charges, the tenant refused. The landlord provided a list of the dates throughout the tenancy in which the tenant made his rental payment late. The landlord claims \$519.00 in late payment fees.

The landlord further testified that the tenant failed to adequately clean the rental unit at the end of the tenancy. The landlord provided photographs showing the condition of the rental unit and testified that walls, blinds and cupboards had to be cleaned and walls had to be washed at the end of the tenancy. The landlord provided an invoice showing

that \$165.00 was paid to have the suite cleaned at the end of the tenancy and seeks to recover the cost of cleaning.

The landlord further claims \$16.32 as the cost of making photocopies and reproducing photographs in preparation for the hearing as well as claiming recovery of the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony and find that the tenant repeatedly paid his rent late throughout the tenancy. I find that the tenant was contractually obligated to pay late payment charges for each instance of late payment and I accept that by the end of the tenancy the tenant had accumulated \$519.00 in late charges. I award the landlord \$519.00.

I find that the tenant failed to adequately clean the rental unit at the end of the tenancy and I find that the landlord is entitled to recover the \$165.00 spent cleaning the unit. I award the landlord \$165.00.

Under the Act the only litigation-related expense I can award is the filing fee. I award the landlord \$50.00 and dismiss the claim for the cost of photocopies and photograph reproduction.

Conclusion

The landlord is awarded \$734.00 which represents \$519.00 in late payment fees, \$165.00 in cleaning charges and the \$50.00 filing fee. I order that the landlord retain the \$442.00 security deposit and the \$14.45 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$277.55. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: June 03, 2010
