



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes**      MNR, FF, O

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of this application. The landlord has also applied for interest on the balance owing for unpaid rent and the cost of sending registered mail to the tenant.

Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on June 25, 2010, the tenant did not attend the conference call hearing. The landlord attended the hearing, gave affirmed testimony and provided evidence in advance of the hearing. All information has been reviewed and is considered in this Decision.

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

Is the landlord entitled to a monetary order for unpaid rent?

### **Background and Evidence**

This tenancy began on September 28, 2006 as a fixed term tenancy, which was renewed from time to time and ultimately had an expiry date of September 30, 2009. The tenant vacated the unit on March 31, 2009. Rent in the amount of \$1,950.00 was payable in advance on the 1<sup>st</sup> day of each month. The landlord also collected a security deposit from the tenant in the amount of \$886.50 as well as a pet damage deposit in the amount of \$887.50. The landlord testified that she returned the pet damage deposit to the tenant in the amount of \$915.00 including interest. She also returned \$522.80 of the security deposit, retaining the balance for damages. Those damages were:

- \$100.00 for parking and parking fines, for which the landlord provided evidence showing that she paid \$50.00 for parking in the strata complex, and \$50.00 for a parking violation in the strata;

- \$193.00 for carpet cleaning;
- \$50.00 for cleaning the unit;
- \$50.00 for replacement of lost or missing manuals that belong to the appliances in the rental unit.

The landlord also testified that the tenancy agreement provided for one parking spot for the tenant, and additional spots could be rented from the strata at \$50.00 per month, and the \$50.00 that the landlord paid was billed to her when the tenant failed to pay it. Similarly, the parking fine was imposed for parking in the visitor parking area, and she provided a copy of a letter from the strata dated January 13, 2009 stating that a fine in the amount of \$50.00 was levied against her Strata Lot account. She further testified that the parking violation belonged to the tenant.

The landlord also testified that no move-in condition inspection report was completed, nor was a move-out condition inspection report completed. Further, when questioned about receipts for the manuals that belonged to the appliances in the rental unit, the landlord stated that there were no receipts.

The landlord further testified that the tenants gave notice to vacate the unit, and there were no problems with the move-out, but the landlord failed to check to see that the rent for the month of March, 2009 had been paid. She stated that her accountant noticed that the rent had not been paid, and the landlord emailed the tenant after attempting to contact him by telephone. The landlord is claiming \$1,950.00 in unpaid rent.

### **Analysis**

Firstly, I find that the landlord has failed to comply with the *Residential Tenancy Act* as it relates to the security deposit, move-in condition inspection report and the move-out condition inspection report. The landlord has failed to return the full amount of the security deposit or apply for dispute resolution. I have reviewed the deductions made from that security deposit, and find that the landlord has failed to prove all of those deductions. In the absence of any move-in condition inspection report, it is not possible to ascertain whether or not the unit was left in any different condition when the tenant moved out than when he moved in. Further, the *Act* states that the landlord's failure to do the condition inspection reports results in the right to claim against the deposits for damage to the unit is extinguished.

I find that the landlord has proven the \$50.00 fine and the \$50.00 parking fees owed to the strata. I also find, however, that the landlord has failed to prove cleaning costs in the amount of \$50.00 or carpet cleaning costs in the amount of \$193.00. The landlord

has also failed to establish that \$50.00 should be recoverable from the tenant for lost or missing manuals for the appliances.

I accept the evidence of the landlord with respect to unpaid rent, and I find that the tenant is in arrears \$1,950.00 for the month of March, 2009.

### **Conclusion**

For the reasons set out above, the landlord's application for a monetary order for unpaid rent is hereby awarded at \$1,950.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the amount of \$293.00 for deductions made by the landlord prior to applying for dispute resolution be deducted from the unpaid rent owing to the landlord, and I grant the landlord a monetary order for the balance due of \$1,707.00. This order may be filed in the Provincial Court of British Columbia, Small Claims division for enforcement as an order of that Court.

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: November 10, 2010.

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Dispute Resolution Officer