



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes MNR, MNSD, (MND), FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for damage to the rental unit, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on July 09, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants are deemed to be served the hearing documents on July 14, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords' agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the rental unit?
- Is the landlord entitled to keep the security deposit?

### Background and Evidence

The landlords' agent testifies that this tenancy started on July 01, 2009. This was a fixed term tenancy for one year and the tenants vacated the rental unit at the end of the fixed term on June



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30, 2010. Rent for this unit was \$1,175.00 per month due on the 1<sup>st</sup> of each month. The tenants paid a security deposit of \$587.50 on June 16, 2009.

The landlord states the tenants paid their rent for June, 2010 by cheque. This cheque was returned by the bank as there were insufficient funds available to honour it (NSF). On June 11, 2010 the tenants paid \$500.00 by Interact. This left a balance of unpaid rent of \$675.00. The landlord states the tenants had a history of late rent payments and NSF rent cheques. The landlords' agent states there is a clause in the tenancy agreement which states the landlord will charge the tenant \$25.00 for late rent payments and \$25.00 for returned cheques. A copy of the tenancy agreement has been provided in evidence.

The landlord has provided a copy of the rent ledger which shows the tenants owe late fees for April, May and June, 2010 and NSF Fees for June, 2010.

The landlord has provided a copy of the move in and move out condition inspection reports. The landlords' agent states the tenants were given at least two opportunities to attend the inspection but failed to arrive at the scheduled time and the inspection was completed in their absence. The landlords' agent states the tenants did not clean the rental unit at the end of the tenancy and left the unit in an unreasonable condition. The landlord incurred costs of \$200.00 to have the unit cleaned and has provided a receipt for this work. The landlords' agent also states the tenants did not clean the carpet at the end of the tenancy and this was left in a dirty condition. The landlord incurred costs to clean the carpets of \$140.00 and has provided the receipt. The landlord also seeks to recover the sum of \$50.00 for 10 light bulbs which were burnt out and the tenants had not replaced. The landlord has not provided a receipt for this cost.

The landlord seeks an Order to keep the tenants security deposit and to recover the filing fee paid for this Application.



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## Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and the affirmed testimony of the landlords agent.

Section 26 of the Act states that a tenant must pay rent on the day it is due under the terms of the tenancy agreement. I find the tenants rent cheque for June, 2010 was returned and they only paid the sum of \$500.00. This left a balance of rent owed of \$675.00. The landlord has provided sufficient evidence to support their claim for unpaid rent. Consequently, the landlord is entitled to recover the balance of rent owed of **\$675.00** from the tenants.

I further find the landlord is entitled to recover the sum of **\$100.00** for late fees and NSF fees pursuant to section 67 of the *Act*.

With regard to the landlords claim for cleaning and repair to the unit; I find the landlord has provided sufficient evidence to establish her claim for cleaning costs and carpet cleaning to the sum of \$340.00. While I accept the landlords evidence that the tenants did not replace the burnt out light bulbs, the landlord has not provided any receipts to show the actual cost to replace the light bulbs. Consequently, I find the landlord is entitled to recover the sum of **\$340.00** from the tenants pursuant to s.67 of the *Act* and their claim for \$50.00 for light bulbs is dismissed.

As the landlord has been largely successful in this matter, they are also entitled to recover the **\$50.00** filing fee for this proceeding pursuant to section 72(1) of the *Act*.

I order the landlord pursuant to s. 38(4)(b) of the *Act* to keep the tenant's security deposit of \$587.50 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing as follows:

Unpaid rent for June, 2010	\$675.00
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Cleaning and carpet cleaning	\$340.00
<b>Subtotal</b>	<b>\$1,115.00</b>
Plus filing fee	\$50.00
Less security deposit	(-\$587.50)
<b>Total amount due to the landlord</b>	<b>\$577.50</b>

## Conclusion

A Monetary Order in the amount of **\$577.50** has been issued to the landlord and a copy of it must be served on the tenants. If the amount of the order is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced 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 23, 2010.

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Dispute Resolution Officer