



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. An Order allowing the landlord to retain the security deposit; and
2. An Order to recover the filing fee pursuant to Section 72.

Both parties were given a full opportunity to be heard, to present evidence and to make submissions. Neither party requested an adjournment or a Summons to Testify.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

Whether the landlord is entitled to retain all or part of the security deposit to recovery costs for repairs and/or cleaning and to recover the costs of the filing fees paid for this application and for a previous Direct Request application.

Summary of Background

The landlord submits that the tenant did not pay rent for January 2011, the landlord embarked on an Application by Direct Request seeking an Order of Possession and a monetary award for unpaid rent. The Direct Request process does not allow applicants to seek any orders other than Orders of Possession and monetary Order for unpaid rent. The landlord now seeks to recover the following costs:

Recovery of filing fee for previous successful Direct Request Application	\$50.00
January rent not paid - late rent payment fee pursuant to terms of Tenancy Agreement	25.00
Drapery Cleaning	71.40

Suite Cleaning	128.00
Recovery of filing fee for this application	50.00
Total	\$324.40

The landlord testified that this tenant moved into the rental unit in October 2006. At that time this tenant resided with another tenant who had lived in the rental unit since 2005 and who had paid a security and garage fee deposit of \$466.00 on June 13, 2005. That deposit was retained and the landlord now seeks to retain a portion of that deposit to recover the above-noted costs.

The tenant agrees that he vacated without cleaning the draperies and the rental unit. The tenant submitted that he would like to explain why he did not pay January's rent and says that he does not agree that he should be pay January's rent because the landlord broke into his vehicle and stole goods or had it towed.

Findings

With regard to the submissions of the tenant the issue of January's rental arrears was the subject of the previous Direct Request application and not the subject of this application. As the tenant admits that he did not pay January's rent I find the late payment fee in the sum of \$25.00 as agreed to in the tenancy agreement to be appropriate. As the tenant testified that he did not clean the rental unit when he vacated it then I also find it appropriate that the landlord be reimbursed for the costs of doing so.

Having been successful in this application and the previous Direct Request application I find it appropriate that the landlord recover the costs of the filing fees.

Conclusion

I will allow the landlord the total award as claimed. The landlord has testified that he holds a security and garage key deposit of \$466.00 paid June 13, 2005 which now has a value of \$482.50. I direct the landlord to deduct \$324.40 from that deposit. This leaves a balance remaining of \$158.10. I note that the landlord had a previous monetary Order for rental arrears against the tenant award following the direct request proceeding. Pursuant to Section 38(3) I direct the landlord to retain the \$158.10 remaining and apply it to the previously awarded monetary Order.

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*.