



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF, O

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for cleaning and repair expenses, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord's application included the name of another Tenant, R.C., however the Landlord admitted that this person had not been served with a copy of the Application and Notice of Hearing (the "hearing package") and as a result, I find that he cannot be named as a Party in these proceedings and the style of cause is amended by removing him. The Landlord's agent said she served the Tenant, M.O., with the Landlord's hearing package by registered mail on August 17, 2011 and that the Tenant confirmed to her that he had received it in a telephone conversation with her on August 22, 2011. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for cleaning and repair expenses and if so, how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This fixed term tenancy started on August 1, 2010 and expired on July 31, 2011 at which time the Tenant moved out. Rent was \$1,850.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$925.00 at the beginning of the tenancy. The Parties completed a move in and a move out condition inspection report. At the time of the move out inspection, the Tenant gave his written authorization to the Landlord to deduct the following amounts from the security deposit:

- \$100.00 to replace a key fob;
- \$94.08 for carpet cleaning;
- \$145.00 to replace 2 smoke detectors;

- \$50.00 to replace light bulbs;
- \$450.00 for general cleaning.

The Landlord said the Tenant did not pay rent for July 2011 and did not pay late fees or NSF fees for the months of February, June and July 2011.

Analysis

RTB Policy Guideline #13 (Rights and Responsibilities of Co-Tenants) says as follows:

“Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means a landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants. The responsibility falls to the tenants to apportion among themselves the amount owing to the landlord.” Furthermore, “regardless of who paid the deposit, any tenant who is a party to the tenancy agreement to which the deposit applies may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages..”

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover rent arrears for July 2011 in the amount of \$1,850.00 as well as late fees of \$25.00 for each of February, June and July 2011. However, in the absence of any evidence from the Landlord that it incurred expenses for NSF fees (as required by s. 7 of the Regulations to the Act), I find that there is insufficient evidence to support this part of the Landlord's claim and it is dismissed without leave to reapply.

In the absence of any evidence from the Tenant to the contrary, I find that the Tenant gave the Landlord written authorization to deduct \$839.68 from the security deposit to replace a key fob and for cleaning and repair expenses. Consequently, I also find that the Landlord is entitled to recover that amount. The Landlord is also entitled pursuant to s. 72(1) of the Act to recover from the Tenant the \$50.00 filing fee she paid for this proceeding. I Order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial satisfaction of the monetary award. The Landlord will receive a Monetary Order for the balance owing as follows:

July 2011 rent:	\$1,850.00
Late fees:	\$75.00
Key fob:	\$100.00
Carpet cleaning:	\$94.08
Smoke detectors:	\$145.60
Light bulbs:	\$50.00
General cleaning:	\$450.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$2,814.68
Less: Security deposit:	<u>(\$925.00)</u>
Balance owing:	\$1,889.68

Conclusion

A Monetary Order in the amount of **\$1,889.68** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, 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: September 15, 2011.

Residential Tenancy Branch