



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord only. The tenant did not attend.

The landlord's agent provided a written "Certificate of Service" and verbal testimony to confirm that he served the tenant personally with the Notice of Hearing documents and that this service was witnessed by a third party. Based on this, I accept the tenant has been served sufficiently for the purposes of this hearing.

At the outset of the hearing the landlord's agent testified the matter of unpaid rent had been dealt with through the Direct Request process and the landlord had already obtained a monetary order for rent for the month of June 2011. I amend the landlord's Application to exclude the matter of unpaid rent for June 2011.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit and for compensation for damage or loss and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by both parties on February 18, 2011 for a 1 year fixed term tenancy beginning on March 1, 2011 for a monthly rent of \$895.00 plus \$20.00 utilities due on the 1st of each month with a security deposit of \$447.50 paid on February 18, 2011.

The tenancy ended after the tenant failed to pay rent for the month of June 2011 and the landlord obtained an order of possession requiring the tenant to vacate the rental by June 18, 2011. The landlord submitted a copy of a statement signed by the tenant allowing the landlord to retain the security deposit in full. The landlord seeks a late payment fee from the tenant for the month of June 2011 in accordance with the tenancy agreement.

The landlord provided a copy of the condition inspection report identifying the rental unit required cleaning; carpet cleaning; lock and key replacement as the tenant failed to return the keys; and yard cleaning. The landlord has provided receipts to establish the value of each of the named items. The tenancy agreement also stipulates the tenant must maintain the yard during the tenancy and have the carpets professionally cleaned when vacating the rental.

The tenancy agreement provided a clause that allows the landlord to seek compensation in the form of liquidated damages in the amount of \$450.00. The landlord testified that the amount is a true estimate of the costs associated with re-renting the rental unit. The costs contemplated include the costs of advertising; responding in inquiries; showing of the unit; reviewing applications; seeking references and credit checks on potential tenants.

While the landlord seeks recovery of the filing fee for this Application they also seeking compensation for the cost of the filing fee associated with the Direct Request that granted their order of possession and a monetary order for rent for June 2011.

The landlord seeks the following compensation:

Description	Amount
Late Rent Fee	\$25.00
Interior Cleaning – 2 hours @ \$22.00 per hour	\$44.00
Carpet Cleaning	\$78.40
Replacement lock and keys	\$68.80
Liquidated Damages	\$450.00
Yard Cleaning – 3 hours @\$38.00 per hour	\$32.00
Filing fee – Direct Request	\$50.00
Less Security deposit	(\$447.50)
Total	\$300.70

Analysis

As the tenancy agreement provides for the landlord to charge a late rent payment fee and the landlord obtained an order of possession for the non payment of rent for June 2011, I find the landlord is entitled to the late payment fee.

Based on the undisputed testimony of the landlord's agents I accept the landlord has established the landlord suffered a damage or loss because of the condition of the rental unit at the end of the tenancy. I also find the landlord has established the value of the cleaning (interior and exterior); carpet cleaning; lock/key replacement and liquidated damages.

Upon further deliberation, I find the landlord is not entitled to recovery of the filing fee for the Direct Request proceeding held in June 2011. The Direct Request process allows a landlord to apply for a monetary order only for any rent outstanding and an order of possession.

Landlord's may chose to pursue their application through the Direct Request process with those restrictions or if the landlord wishes to recover any additional costs, including the filing fee, they can apply through the participatory hearing process at the time they seek the order of possession and monetary order for unpaid rent.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$300.70** comprised of \$25.00 late payment fee; \$154.40 cleaning inside and outside and carpet cleaning; \$68.80 lock/key replacement; \$450.00 liquidated damages; and the \$50.00 fee paid by the landlord for this application less \$447.50 security deposit retained with the tenant's written permission.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 21, 2011.

Residential Tenancy Branch