



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a monetary award for unpaid parking fees and damages; to retain a portion of the security deposit in satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that on June 17, 2011, the Notice of Hearing documents and copies of the Landlord's evidence were couriered to each of the Tenants, to the forwarding address provided by the Tenants on the move-out Condition inspection Report. The Landlord provided copies of the tracking printout for each of the couriered documents.

At the time the documents were couriered, there was a postal disruption, which meant that the Landlord could not send the documents by registered mail in accordance with the provisions of Section 89(1)(c) of the Act. Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenants were both sufficiently served with the Notice of Hearing documents by courier on June 17, 2011, pursuant to the provisions of Section 71(2)(c) of the Act. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid parking fees and the cost of cleaning the rental unit at the end of the tenancy?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

The Landlord provided a copy of the tenancy agreement in evidence. Monthly rent is \$1,150.00, due the first day of each month. The Tenants paid a security deposit in the amount of \$575.00 on June 1, 2010.

The Landlord's agent testified that the tenancy ended on May 31, 2011 and a Condition Inspection report was conducted with both parties present on May 31, 2011. The Tenant EC did not agree to certain deductions to be made from their security deposit: carpet cleaning; drape cleaning; and general cleaning. The Landlord provided a copy of the Condition Inspection Report and a copy of an agreement indicating that the Tenant EC disagreed with those deductions.

The Landlord's agent testified that the Tenants did not pay the parking fee of \$45.00 for the month of May.

The Landlord's agent testified that the Tenants did not clean the stove and windows, shampoo the carpets, or clean the blinds at the end of the tenancy. The Landlord seeks a monetary award for the cost of cleaning the rental unit, calculated as follows:

Parking fee for May, 2011	\$45.00
Cost of carpet cleaning	\$67.20
Cost of cleaning window coverings	\$67.20
Cost of cleaning oven and windows	<u>\$78.40</u>
Total	\$257.80

The Landlord's agent testified that the Landlord refunded \$267.20 of the security deposit to the Tenants on May 31, 2011.

Analysis

The Landlord provided a copy of the tenant ledger, indicating that parking fees of \$45.00 per month were paid by the Tenants, with the exception of the parking fees for May, 2011. Based on the Landlord's agent's undisputed testimony and the documentary evidence provided, I find that the Landlord has proven its monetary claim.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenants. On May 31, 2011, the Tenants had disputed the costs of cleaning and therefore the Landlord filed its application for dispute resolution in order to avoid having to pay the Tenants compensation under the provisions of Section 38(6) of the Act.

The Landlord has established a monetary award, calculated as follows:

Security Deposit	\$575.00
Less unpaid parking fees	\$45.00
Less recovery of the filing fee	\$50.00
TOTAL AMOUNT TO BE REFUNDED TO TENANTS AFTER SET-OFF	\$267.20

The Landlord has already returned the balance of the security deposit to the Tenants.

Conclusion

The Landlord's application is granted.

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 16, 2011.

Residential Tenancy Branch