



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail which was received on July 25, 2011, the tenants did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed evidence is as follows. The tenancy began on September 15, 2007 and ended on July 5, 2011 when the tenants vacated the rental unit. The tenants were obligated to pay \$1,185.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$587.50 security deposit. I address the landlord's claims and my findings around each as follows.

- [1] **Rental arrears, loss of income and late charges.** The landlord seeks to recover \$4.44 in rental arrears which were still owing as of the end of May 2011, \$1,185.00 in unpaid rent for the month of June 2011, \$10.00 in unpaid parking fees for the month of June 2011, \$140.00 which represents occupational rent for July 1-4, 2011, and a \$25.00 late payment fee for the month of June 2011. I accept the landlord's undisputed evidence and find that the tenants were \$4.44 in arrears at the end of May, that they paid no rent or parking fees in the month of June and that they did not vacate the rental unit until July 5, 2011. I find that the landlord should recover the arrears, parking fees and loss of income for July 1-4. The tenancy agreement provides that a \$20.00 late payment fee may be imposed for payments made after they are due and find that the claim for the late payment fee cannot exceed the \$20.00 prescribed by the tenancy agreement. I award the landlord \$1,359.44.

- [2] **Cleaning.** The landlord seeks to recover \$246.00 as the cost of cleaning the rental unit. The landlord's agent testified that the tenants made no attempt to clean the rental unit at the end of the tenancy and that significant cleaning was required. The landlord's evidence included two invoices for cleaning, one for \$118.00 and the second for \$98.00 and a further \$30.00 charge for cleaning which took place approximately one week after the work represented by the first two invoices. I accept the landlord's undisputed evidence and find that the rental unit required significant cleaning. I find the \$246.00 claim to be reasonable and I award the landlord that sum.
- [3] **Carpet cleaning.** The landlord seeks to recover \$280.00 spent cleaning carpets at the end of the tenancy and provided an invoice showing that this sum was paid to a professional cleaner. I accept that the tenants failed to adequately clean the carpets and I find that the landlord is entitled to recover the cost of carpet cleaning. I award the landlord \$280.00.
- [4] **Hauling.** The landlord seeks to recover \$268.80 paid to remove large items such as furniture which the tenants left behind in the rental unit when they vacated. The landlord provided an invoice showing the amount paid. I accept the landlord's undisputed evidence and I find that the landlord is entitled to recover the costs of removing the tenants' abandoned belongings. I award the landlord \$268.80.
- [5] **Drapery cleaning.** The landlord seeks to recover \$25.00 as the cost of cleaning draperies at the end of the tenancy. The landlord presented an invoice showing that considerably more was paid to both repair and clean the drapes, but the agent testified that the claim was just \$25.00 to cover the cost of cleaning as the repairs likely would have been required in any event as the drapes were aging. I accept that the tenants failed to adequately clean the drapes and I find that the landlord is entitled to recover the cost of cleaning. I find the \$25.00 claim to be reasonable and I award the landlord this sum.
- [6] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and I award the landlord \$50.00.

Conclusion

In summary, the landlord has been successful in the following claims:

Rental arrears, loss of income, late charges	\$1,359.44
Carpet cleaning	\$ 280.00
Hauling	\$ 268.80
Drapery cleaning	\$ 25.00
Filing fee	\$ 50.00
Total:	\$2,229.24

The landlord has established a claim for \$2,229.24. I order that the landlord retain the \$587.50 security deposit and the interest of \$11.48 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,630.00. This order may be filed in the Small Claims Court 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: October 25, 2011

Residential Tenancy Branch