



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, money owed or compensation due to damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing documents. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began August 1, 2006 and the tenant pays current monthly rent of \$990.00. The tenant paid a security deposit of \$485.00 and a remote control deposit of \$75.00.

On January 10, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord stated at the start of the hearing that the tenant had vacated the rental unit and he is no longer seeking an order of possession, therefore this portion of the landlord's claim is dismissed.

The landlord testified that the tenant did not paid the January 2012 rent prior to vacating and owes the landlord \$990.00 in rent and \$25.00 for parking. The landlord stated that the tenant also owes a \$25.00 late fee and \$25.00 NSF cheque charge for January 2012. The landlord stated that the tenant has also agreed to a \$95.20 for carpet cleaning and \$25.00 for blind cleaning on the move out condition inspection report.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to a monetary order for unpaid rent and cleaning costs in the amount of \$1110.20.

The landlord however is not entitled to recovery of the \$25.00 late fee or \$25.00 NSF cheque charge for January 2012 as the landlord has not provided a copy of the tenancy agreement that notes these fees.

The landlord is also only entitled to recover \$10.00 of the \$25.00 parking fee as the landlord has not provided a copy of the tenancy agreement that notes the parking as \$25.00. The tenancy agreement provided by the landlord reflects the parking fee as \$10.00.

Accordingly I find that the landlord is entitled to a monetary order for \$1120.20.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1120.20 in unpaid rent, cleaning costs and parking fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$485.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$560.20**.

If the amount is not paid by the tenant(s), 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: February 7, 2012

Residential Tenancy Branch