



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:47 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. She testified that the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door at 5:00 p.m. on July 3, 2012. The landlord testified that a copy of the landlord's dispute resolution hearing package was sent to the tenant at the forwarding address provided by the tenant by registered mail on July 20, 2012. The landlord submitted a copy of the Canada Post Tracking Number to confirm this registered mailing. The landlord testified that the tenant has not picked up the registered mail hearing package. I am satisfied that the tenant has been served the above documents by the landlord in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This three month fixed term tenancy commencing on April 1, 2012 was scheduled to end on June 30, 2012. Monthly rent was set at \$575.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$287.50 security deposit paid on March 14, 2012. The landlord entered into written evidence a copy of the

residential tenancy agreement, a joint move-in condition inspection report of March 14, 2012, and a move-out condition inspection report of July 10, 2012, the latter conducted by only a representative of the landlord.

The landlord's application for a monetary award of \$735.10 included a request for recovery of \$565.10 for unpaid rent for all of July 2012, a total of \$75.00 in late fees for late rent for May, June and July 2012, and a carpet cleaning bill expense of \$95.00.

According to the terms of the residential tenancy agreement between the parties, both parties signed a provision that confirmed that this tenancy was to end on June 30, 2012, unless the landlord agreed that the tenancy could continue. The landlord's representative at the hearing testified that she had no information as to whether the landlord's building manager had made any arrangements with the tenant to continue this tenancy as a periodic tenancy following the formal expiration of the tenancy agreement on June 30, 2012.

The landlord initially testified that she believed that the tenant must have vacated the premises at some point between July 3, 2012, when the 10 Day Notice was issued, and July 10, 2012, when one of the landlord's representatives conducted a final move-out condition inspection. However, during the course of the hearing, the landlord revised this testimony somewhat when she said that the tenant must have vacated between July 3, 2012 and July 4, 2012, when the landlord obtained professional carpet cleaning of the rental unit. She recognized that the tenancy ended on June 30, 2012 and that the tenant remained in the rental unit until perhaps the morning of July 4, 2012.

Analysis

I find that this tenancy ended on June 30, 2012, as per the terms of the residential tenancy agreement between the parties. The tenant overheld the premises until July 4, 2012, a total of four days. On a pro-rated basis, I find that the landlord is entitled to a monetary award in the amount of \$74.20 for that portion of the tenant's overholding beyond the date when she was supposed to have vacated the rental premises (i.e., \$18.55 per day @ 4 days = \$74.20).

I allow the landlord's application to recover \$50.00 in late fees for the months of May and June 2012. As the tenancy ended on June 30, 2012, no late fee for July 2012 is outstanding. I also find that the landlord is entitled to a monetary award of \$89.60, the amount of the carpet cleaning receipt entered into written evidence by the landlord. As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee for this application.

In total, I find that the landlord is entitled to a monetary award of \$263.80. I allow the landlord to retain this amount from the tenant's security deposit. I order the landlord to return the remaining \$23.70 of the tenant's security deposit forthwith. No interest is payable over this period.

Conclusion

I issue a monetary award in the landlord's favour in the amount of \$263.80 for unpaid rent and two late fees, damage to the rental unit and for the recovery of the landlord's filing fee. I allow the landlord to retain \$263.80 from the tenant's security deposit in satisfaction of this monetary award. I issue an Order in the tenant's favour requiring the landlord to return the remaining \$23.70 of the tenant's security deposit forthwith.

The tenant is provided with these Orders in the above terms to be used only if the landlord does not comply with the requirement that the landlord return the above amount of the tenant's security deposit forthwith. In the event that this does not occur, the landlord must be served with a copy of these Orders as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 01, 2012

Residential Tenancy Branch