



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to or cleaning of the rental unit, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Agents for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agents testified they served the Tenants with the Notice of Hearing by registered mail, sent on October 12, 2012. One of the Agents testified that tracking information from Canada Post indicates the mail was received on October 16, 2012. Under the Act, documents served by registered mail are deemed served five days later. I find the Tenants were duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

One of the Tenants had an earlier tenancy agreement with the Landlord and had paid a security deposit of \$287.50, on March 16, 2011. One Tenant was added to the written tenancy agreement and this tenancy began on February 1, 2012, with these two Tenants. Monthly rent was set at \$575.00, payable on the first day of each month.

On September 1, 2012, the Tenants gave the Landlord notice they were ending the tenancy on September 30, 2012.

An outgoing condition inspection report was scheduled; however, the Tenants were not ready to participate in the condition inspection report at the appointed time. The

Tenants then left the rental unit without participating in the outgoing condition inspection report.

The Landlord claims the Tenants failed to clean the rental unit. In particular, the walls needed washing, the hood for the kitchen fan was not cleaned, and the floors and the refrigerator needed additional cleaning. The Landlord claims \$85.50 for this.

The Landlord also claims for carpet cleaning, as the Tenants did not do this. The Landlord claims \$89.60 for this.

The Tenants also damaged a chain link fence at the rental unit and the Landlord claims \$38.50 for repairs.

The Landlord also claims a portion of the \$25.00 fee for late payment of rent for June of 2011, in the amount of \$20.00, and \$25.00 for late fees for July 2011 and for March of 2012. The tenancy agreement contains a clause allowing the Landlord to charge a late fee of \$25.00 for late payment of rent.

The Landlord provided in evidence copies of registered mail receipts, the incoming and outgoing condition inspection reports, steam cleaning carpet invoice, cleaning invoice, the Tenants' notice to end tenancy, the tenancy agreement and correspondence between the parties.

The Tenants provided no evidence.

Analysis

Based on the uncontradicted evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Tenants have breached section 37 of the Act by failing to return the rental unit to the Landlord in a reasonably clean and undamaged condition.

I further find the Tenants failed to pay the Landlord late fees in accordance with the tenancy agreement entered into by the parties, and therefore, breached the tenancy agreement.

I note the Tenants did not give the required notice to end the tenancy to the Landlord. If the Tenants wanted to end the tenancy on September 30, 2012, then the last day the Tenants could have given their notice was August 31, 2012. Nevertheless, the Landlord did not claim for this. I also note that under the tenancy agreement and the Act, the Tenants were required to vacate the rental unit at 1 p.m. on September 30, 2012, and failed to do this. Again, the Landlord did not claim for this.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find the Tenant did not clean the unit, or make necessary repairs, or clean the carpets and this has caused losses to the Landlord.

I find that the Landlord has established a total monetary claim of **\$333.60**, comprised of \$85.50 for cleaning the rental unit, \$89.60 for carpet cleaning, \$38.50 for fence repair, \$70.00 for late payment of rent fees and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit of **\$287.50** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$46.10**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants failed to clean and make repairs at the rental unit when they vacated. They also did not pay late fees.

The Landlord may keep the security deposit in partial satisfaction of the claim and is granted a monetary order for the balance due from the Tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 08, 2013.

Residential Tenancy Branch