



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the unit, compensation for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on November 12, 2012 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail to the forwarding address provided by the tenant at the end of the tenancy. A Canada Post tracking number and receipt was provided as evidence of service.

These documents are deemed to have been served on the 5th day after mailing, in accordance with section 89 and 90 of the Act; however the tenant did not appear at the hearing.

Preliminary Matters

The landlord's detailed calculation of the claim included compensation for damage or loss under the Act; parking fees and late fees.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$960.00 for May, 2012 rent?

Is the landlord entitled to compensation for unpaid parking and a late rent payment fee for May 2012?

Is the landlord entitled to compensation in the sum of \$56.00 for carpet cleaning costs?

May the landlord retain the deposit in partial satisfaction of the claim?

Is the landlord entitled to filing fee costs?

Background and Evidence

The 6 month fixed-term tenancy commenced on December 5, 2012, rent was \$895.00 per month, due on the first day of each month. A deposit in the sum of \$447.50 was paid. The signed tenancy agreement, a copy of which was supplied as evidence, indicated a late rent payment fee of \$20.00 would be imposed.

The tenant signed a parking agreement; in the sum of \$45.00 per month, as a separate term to the tenancy agreement. A copy of the parking agreement was supplied as evidence.

The landlord has made the following claim for compensation:

May 2012 rent	\$895.00
May 2012 parking	45.00
Carpet cleaning	56.00
May 2012 late fee	20.00
TOTAL	\$1016.00

The tenant did not pay May 2012 rent; a 10 Day Notice to end tenancy was given to the tenant, who vacated on May 15, 2012, in response to that Notice.

A copy of the move-in and move-out condition inspection report was submitted as evidence; the tenant's forwarding address was notated on the report.

The tenant did not sign the move-out condition inspection report; but signed an agreement on May 15, 2012, indicating that he owed \$50.00 for carpet cleaning; a \$20.00 late fee; \$895.00 rent and May parking in the sum of \$45.00. A copy of this agreement was supplied as evidence.

The landlord supplied a copy of a June 4, 2012 invoice for carpet cleaning in the sum of \$56.00.

The unit was re-rented effective June 1, 2012; a copy of the new tenant ledger for the unit was supplied as proof of the date the unit was re-rented.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of evidence to the contrary, based upon the agreement signed by the tenant acknowledging the cost of each items claimed, I find that the tenant has not paid rent in the amount of \$895.00 for May 2012, and that the landlord is entitled to compensation in that amount.

Based on the affirmed testimony of the landlord and the documents supplied as evidence, I find on the balance of probabilities that the landlord is entitled to a late rent payment fee in the sum of \$20.00 for May, 2012, the May 2012 parking fee of \$45.00 and actual carpet cleaning costs in the sum of \$56.00, which was supported by verification.

Therefore, the landlord is entitled to the following:

	Claimed	Accepted
May 2012 rent	\$895.00	\$895.00
May 2012 parking	45.00	45.00
Carpet cleaning	56.00	56.00
May 2012 late fee	20.00	20.00
TOTAL	\$1,016.00	\$1,016.00

I find that the landlord's application has merit, and that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$447.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order in the sum of \$618.50. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation for unpaid rent, a late fee, parking fees and carpet cleaning; as claimed.

The landlord may retain the deposit.

The landlord is entitled to filing fee costs.

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: February 11, 2013

Residential Tenancy Branch

