



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR; MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent ("RE") gave affirmed testimony at the Hearing.

RE testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, via registered mail on March 8, 2013, to the forwarding address provided by the Tenant on the move-out Condition Inspection Report. The Landlord provided a copy of the Condition Inspection Report and the registered mail receipt and tracking number in evidence.

Based on RE's affirmed testimony and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent and damages to the rental unit?
- May the Landlord apply the security deposit towards partial satisfaction of its monetary award?

Background and Evidence

RE gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on May 1, 2012, and ended on February 28, 2013 as a result of a Notice to End Tenancy for Cause issued January 28, 2013.

Monthly rent was \$755.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$377.50 on April 18, 2012.

Normally, \$600.00 per month was paid directly to the Landlord by a government ministry. The Tenant paid the other \$155.00. In February, 2013, the Landlord received the ministry funds, but the Tenant did not pay the remainder of the rent. The Landlord seeks a monetary award in the amount of **\$180.00**, which includes a late fee of \$25.00.

The Tenant did not return three keys to the rental unit. The Landlord seeks a monetary award in the amount of \$45.00 for each key, in the total amount of **\$135.00**. No invoice was provided.

On February 28, 2013, at 4:00 p.m., RE met with the Tenant at the rental unit to perform and move-out condition inspection. The carpet was filthy and had to be replaced. On November 29, 2010, the Landlord had replaced the carpets in the rental unit at a cost of \$1,431.04. A copy of the invoice was provided in evidence. The Landlord seeks a monetary award of **\$1,109.06**, which represents the depreciated value of the carpet.

The Tenant abandoned a mattress and couch, along with other garbage. The Landlord seeks a monetary award in the amount of **\$190.00** for garbage removal and dump fees. It took 2 hours to complete the job. The Landlord did not provide an invoice.

The drapes in the rental unit were new at the beginning of the tenancy. There were three sets; in the living room, den and bedroom. All of the drapes were dirty and had to be professionally cleaned. The Landlord seeks a monetary award in the amount of **\$175.00** for this cost. No invoice was provided.

The Landlord also seeks a monetary award for the cost of general cleaning in the amount of **\$180.00** (4 hours at \$45.00 per hour for cleaning and supplies). No invoice was provided.

The Tenant signed the Condition Inspection Report, acknowledging the damages and agreeing that the Landlord could apply the security deposit towards the cost of cleaning and repairs. The Landlord submitted photographs of the rental unit in evidence.

Analysis

I accept that the RE's undisputed affirmed testimony, which is supported by the Landlord's documentary evidence.

The Landlord's application for unpaid rent in the amount of **\$155.00** is granted. Section 7(1)(d) of the regulation allows for an administration fee of not more than \$25.00 for late payment of rent. However, Section 7(2) of the regulation provides that such a fee may not be charged unless the tenancy agreement provides for the fee. There is no clause in the tenancy agreement allowing for a late fee and therefore this portion of the Landlord's application is dismissed.

Section 37(2)(b) of the Act requires a tenant to return all keys to the landlord at the end of a tenancy. I accept RE's testimony that three keys were not returned, however I find that the amount sought by the Landlord for the replacement cost of the keys is excessive. No invoice was provided for the actual amount paid and therefore I allow a nominal amount of \$5.00 per key for this portion of the Landlord's claim, in the total amount of **\$15.00**.

I accept the Landlord's evidence that the carpets had to be replaced in the rental unit. The Residential Tenancy Policy Guidelines provide that the life of a carpet is 10 years. At the end of the tenancy, the carpet was approximately 2.25 years old. Therefore, I find that the Landlord has established a monetary award in the amount of **\$1,108.97**, calculated as follows:

$$(\$1,431.04 \times 2.25) / 10 = \$322.07$$
$$\$1,431.04 - \$322.07 = \$1,108.97$$

While I accept that the Tenant left garbage, including large furniture, at the rental unit, the Landlord did not provide a receipt for the cost of the dump fees or a breakdown with respect to how much of the amount claimed was for labour and how much was for dump fees. Therefore, I allow this portion of the Landlord's claim in the amount of **\$50.00**.

The Landlord did not provide sufficient documentary evidence for the cost of professionally cleaning the drapes. I accept RE's testimony that there were three sets of drapes that required cleaning, and allow this portion of the Landlord's claim in the amount of **\$45.00** (\$15.00 per set).

I find that the Landlord provided insufficient documentary evidence to support its claim for cleaning costs in the amount of \$180.00. RE testified that 4 hours was required to clean the rental unit. Therefore, I allow this portion of the Landlord's claim in the amount of **\$100.00** (4 hours x \$25.00 per hour).

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award.

The Landlord's application had merit and I find that it is entitled to recover the cost of the filing fee from the Tenant.

I hereby provide the Landlord with a monetary award, calculated as follows:

Unpaid rent	\$155.00
Replace three keys	\$15.00
Replace carpet	\$1,108.97
Remove garbage	\$50.00
Clean drapes	\$45.00
General cleaning	\$100.00
Recovery of the filing fee	\$50.00
Subtotal	\$1,523.97
Less security deposit	- \$377.50
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,146.47

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,146.47** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: June 04, 2013

Residential Tenancy Branch