



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Connaught Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. On March 12, 2013 the landlord served the tenant with the application for dispute resolution and notice of hearing by registered mail. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I find that the tenant is deemed served with notice of the hearing on March 17, 2013.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 1, 2011. Rent in the amount of \$900 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450. On July 27, 2011 the landlord and the tenant carried out a joint move-in inspection and completed a condition inspection report.

The landlord stated that the tenant failed to pay rent for February 2013, and then vacated the unit on February 28, 2013. The landlord stated that they gave the tenant two written notices of an opportunity to schedule a move-out inspection, but the tenant did not appear for the move-out inspection. The landlord stated that the rental unit required cleaning and repairs.

The landlord has claimed the following amounts:

- 1) \$900 for unpaid rent for February 2013
- 2) \$30 for late payment of rent, as per the tenancy agreement
- 3) \$360 for suite cleaning
- 4) \$162.40 for carpet cleaning
- 5) \$100 for removal of washer and dryer
- 6) \$45 for screen door repairs

In support of their claim, the landlord provided a copy of the move-in condition inspection report and details of the suite cleaning carried out.

### Analysis

Upon consideration of the undisputed evidence, I find that the landlord is entitled to their claim, with the exception of the late rent fee of \$30. I explained to the landlord that because the clause in the tenancy agreement indicates a late fee of \$30 and that amount is contrary to the Act, which only allows for a maximum late fee for \$25, that clause in the tenancy agreement becomes void and I therefore cannot grant the landlord any late fee. The remainder of the landlord's claim is reasonable and supported by the landlord's documentary and testimonial evidence.

As the landlord's claim was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$1617.50. I order that the landlord retain the security deposit of \$450 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1167.50. This order may be filed in the Small Claims Court 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 3, 2013

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Residential Tenancy Branch

