



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to the landlords application for an Order permitting the landlord to keep all or part of the tenants security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served by registered mail on June 18, 2013 and July 12, 2013 after the landlord amended the application to include the second tenant's name. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Are the landlords entitled to keep the security and pet deposit?

- Are the landlords entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord LL testifies that this tenancy started on February 01, 2013 for a fixed term which was not due to end until August 31, 2013. Rent for this unit was \$1,050.00 per month and was due on the last day of each month in advance. The tenant's paid a security deposit of \$525.00 and a pet deposit of \$262.50 on January 22, 2013. A Move in and a move out condition inspection report was completed at the start and end of the tenancy. The tenant EC provided a forwarding address in writing on June 04, 2013 and the other tenant KM provided her forwarding address in writing on June 30, 2013.

The landlord LL testifies that the tenants were co-tenants for this rental unit and one of the tenants EC moved out on June 04, 2013. The landlord testifies that at that time he did a move out check of that tenant's room. The other tenant KM wanted to stay in the unit and stated she would try to find a roommate. KM paid rent for June and the landlord accepted this for use and occupancy only. As KM could not find a roommate she vacated on June 30, 2013.

The landlord LL testifies that he had informed both tenants that they would remain responsible for the rent until the unit was re-rented as this was a fixed term tenancy. The landlord advertised the unit and re-rented it for July 16, 2013. The landlords therefore seek a Monetary Order to recover a loss of rent from July 01 to July 15, 2013 of \$525.00

The landlords also seek to recover a late fee of \$20.00 for May, and \$25.00 for June and July, 2013 as agreed in the tenancy agreement which states a late fee of \$5.00 per day will be charged. The landlord testifies that he has a maximum ceiling on this of \$25.00 in accordance with the *Act*.

The landlord LL testifies that the tenants were allowed one pet however at the end of the tenancy it was noticed that the other tenant had also brought in a pet. The tenants failed to clean the carpets when the tenancy ended and the landlord seeks to recover carpet cleaning costs of \$89.00. A receipt for \$89.25 has been provided in evidence.

The landlord LL testifies that the tenants did not do a thorough clean of the unit. One tenant admitted to the landlord that some extra cleaning was needed. The landlords estimated that this cleaning would cost \$36.00 on the security deposit form however the actual cleaning took four hours and the landlord charges \$12.00 per hour for this work. the landlords therefore seek to recover \$48.00. The landlord has provided a detailed cleaning invoice and a copy of the inspection reports in evidence.

The landlords request an Order to keep part of the security and pet deposits to offset against the landlord monetary claim. The landlords also seek to recover the \$50.00 filing fee from the tenants'

Analysis

The tenants did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

With regard to the landlords claim for a loss of income from July 01 to July 15, 2013; as this was a fixed term tenancy a tenant is not entitled to end the tenancy until the end of the fixed term which in this case was August 31, 2013. The tenants therefore remain responsible for any rent for the term of the tenancy or until such a time as the landlord is able to re-rent the unit. As both tenants are named on the tenancy agreement this means that both tenants remain responsible to fulfill their obligation to the tenancy even if one tenant vacates the unit.

As this unit was re-rented on July 16, 2013 I find the landlords have established a claim to recover a loss of rental income from the tenants to the sum of **\$525.00**. I have also considered the landlords claim for late fees. A landlord is entitled to charge a tenant late fees for any month the rent is late to a maximum amount of \$25.00. The landlord has a clause in the tenancy agreement which outlines to the tenants that a late fee will be charged. I therefore uphold the landlords claim for a late fee for May of **\$20.00** and for June and July of **\$50.00**.

With regard to the landlords claim for carpet cleaning I refer the parties to the Residential Tenancy Policy Guidelines #1 which provides guidance on the landlords and tenants responsibility to the rental unit. This states, in part, that the tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

The landlord has testified that there was one authorised pet and one unauthorised pet in the rental unit and the tenants did not steam clean or shampoo the carpets at the end of the tenancy. This is supported by the landlord's documentary evidence. I therefore find the landlords have established a claim for carpet cleaning of **\$89.00**.

With regard to the landlords claim for cleaning; The landlord has shown that the tenants did not leave the rental unit in a reasonably standard of cleanliness at the end of the tenancy and consequently I find the landlords have established a claim to recover cleaning fees of **\$48.00**.

The landlords are entitled to recover the \$50.00 filing fee from the tenants.

I Order the landlords to keep part of the tenants security and pet deposits pursuant to s. 38(4)(b) of the *Act* as follows:

Loss of rent	\$525.00
Late fees	\$70.00
Carpet cleaning	\$89.00
Cleaning	\$48.00
Filing fee	\$50.00
Landlords claim	782.00
Security and pet deposit	(-\$787.50)
Balance outstanding of deposits	(\$5.50)

Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. The landlord is entitled to keep **\$782.00** of the security and pet deposits. The balance of **\$5.50** must be returned to the tenants by the landlord.

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: September 25, 2013

Residential Tenancy Branch

