



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MASON INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a Monetary Order relating to: unpaid rent or utilities; for damage to the unit, site or property; to keep all or part of the pet damage or security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

The landlord made the application and served the tenant with a copy of the application, Notice of Hearing documents and evidence by registered mail. The Canada Post tracking receipt was provided as documentary evidence and shows that the tenant signed for the receipt of these documents. Based on this, I find that the tenant was served the hearing documents as per the *Residential Tenancy Act*.

An agent for the landlord attended the hearing. There was no appearance for the tenant or any submission of documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. The landlord's affirmed testimony and documentary evidence was carefully considered in this Decision.

Issue(s) to be Decided

- Is the landlord entitled to unpaid rent and utilities for July, 2013?
- Is the landlord entitled to a Monetary Order for cleaning damages?
- Is the landlord entitled to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that the tenancy started on March 1, 2012 for a fixed term of one year after which it reverted onto a month-to-month basis. The landlord and tenant

completed a written tenancy agreement and the landlord collected a security deposit from the tenant in the amount of \$410.00 on February 29, 2012. At the end point of the tenancy, rent was required to be paid to the landlord in the amount of \$851.00, payable in advance on or before the 1st day of each month. The landlord and tenant both completed a move-in and move-out condition inspection report.

The landlord's agent testified that on July 1, 2013 the tenant failed to pay rent. As a result, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent on July 3, 2013 by posting it on the tenant's door. The notice was provided as evidence and shows an expected date of vacancy of July 13, 2013, for a total amount of \$851.00 due on July 1, 2013.

As a result of this notice, the tenant informed the landlord that he was accepting the notice as he could not pay rent. A move-out condition inspection report was scheduled for July 14, 2013 during which the tenant provided the landlord with his forwarding address and the keys to the rental suite.

The landlord's agent now seeks the following amounts based on the following documentary evidence submitted for the hearing:

- Unpaid rent in the amount of \$851.00 for July, 2013. This is supported by the notice to end tenancy issued to the tenant by the landlord;
- \$25.00 late fee for July, 2013 rent payment as required by Section 9 of the written tenancy agreement signed by the landlord and tenant;
- Cleaning costs of \$120.00 relating to 6 hours of cleaning at \$20.00 per hour. This is supported by the move-out condition inspection report, signed by both the landlord and tenant, and shows that several areas of the rental unit (garage, bathrooms, walls, windows, carpets) required cleaning at the end of tenancy; and
- \$170.98 for unpaid utilities supported by a copy of the hydro bill which states that the tenant closed the account on July 14, 2013 leaving an outstanding balance, which the landlord is now required to pay.

Analysis

The tenant provided the landlord with the forwarding address in writing on July 14, 2013 and as a result, I find the landlord made the application to keep the tenant's security deposit within the allowable time limits afforded to the landlord under the *Act*.

Based on the landlord's evidence, namely the notice to end tenancy, I am satisfied that that the notice content conformed with the requirements of the *Act*. The tenant failed to pay July, 2013 rent and as a result, in the absence of any evidence by the tenant to refute this, I find that the tenant owes the landlord \$851.00 in unpaid rent.

The landlord also claimed a \$25.00 late rent fee relating to July 1, 2013. Section 7(d) of the *Residential Tenancy Regulation* allows a landlord to charge a fee of no more than \$25.00 for late payment of rent which is documented in a tenancy agreement. Section 9 of the written tenancy agreement provided by the landlord as evidence, indicates that this fee can be charged and as a result, I find that the landlord is entitled to this fee of \$25.00.

The landlord provided the utility bill for the \$170.98 hydro bill. The landlord's agent testified that the tenant had closed the account and left the rental unit without paying this hydro bill which the city is now demanding from the landlord. The utility bill shows the charges for hydro up until the tenant left the tenancy and I am satisfied that the tenant owes the landlord this amount for unpaid utilities. I therefore award the landlord \$170.98 in unpaid utilities.

Under Section 21 of the *Residential Tenancy Regulation*, a condition inspection report can be considered as evidence for the purpose of this proceeding. The move-in and move-out condition inspection reports provided as evidence were signed and acknowledged by the tenant and are consistent with the landlord's testimony that the tenant had left the unit in a state that required it to be cleaned. As a result, in the absence of any testimony from the tenant, I find that the tenant had left the rental unit unreasonably clean and that the landlord is entitled to the cleaning costs claimed for an amount of \$120.00.

As the landlord has been successful in this matter, the landlord is entitled to recover from the tenant the \$50.00 filing fee for the cost of this application. Therefore, the total amount awarded to the landlord is \$1,216.98.

As the landlord already holds a \$410.00 security deposit, I order the landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4) (b) of the *Act*. As a result, the landlord is awarded \$806.98.

Conclusion

For the reasons set out above, I grant the landlord monetary compensation pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$806.98**. This order must be served on the tenant and may be filed in the Provincial Court (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: September 30, 2013

Residential Tenancy Branch

