



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNR; MNDC, MNSD; FF

Introduction

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

The Landlord's agent LC gave affirmed testimony at the Hearing.

LC testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to each of the Tenants, via registered mail, to the rental unit on August 20, 2013. The Landlord provided the receipts and tracking numbers for the registered documents. LC stated that the male Tenant's documents were returned to the Landlord.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that both of the Tenants were 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 Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

LC gave the following testimony:

This tenancy began on February 1, 2013, and ended on July 18, 2013, pursuant to a 10 day Notice to End Tenancy for unpaid rent. Monthly rent was \$1,089.00 per month, due the first day of each month. The Tenants paid a security deposit in the amount of \$525.00 at the beginning of the tenancy. The Landlord provided a copy of the tenancy agreement and Notice to End Tenancy in evidence.

A move in condition inspection was conducted at the beginning of the tenancy. The Tenants did not participate in the move out condition inspection at the end of the tenancy. LC concluded the move out condition inspection in the absence of the Tenants mailed the Tenants a copy of the move out Condition Inspection Report to the Tenants and also e-mailed a copy to them. A copy of the Move In/Move Out Condition Inspection Report was provided in evidence along with a copy of the Final Notice of Inspection Opportunity.

The tenancy agreement was a one year lease, which was to expire on January 31, 2014. The Landlord offered an incentive for the term of the lease in the amount of \$200.00, to be applied monthly. The incentive was provided on the condition that the term of the lease must be fulfilled or the incentive would be void and the Tenants would have to repay the incentive back to the Landlord.

The Tenants did not clean the carpets and left minor damage that was above normal wear and tear. The Landlord provided photographs and invoices in evidence.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent as at July 1, 2013	\$889.00
Late fee for July, 2013	\$25.00
Carpet cleaning	\$150.00
Cleaning (4 hours)	\$70.00
Incentive payback (January – July, 2013: \$200.00 x 6)	\$1,200.00
Cost to replace blinds (materials)	\$30.00
Labour costs (replace towel bar, remove stickers from wall, patching walls, rehanging blinds, removing brackets for child safety gate) 2 hours x \$30.00	\$60.00
GST on labour and cleaning	<u>\$9.00</u>
TOTAL claim	\$2,433.00

Analysis

Section 67 of the Act provides that if damage or loss results from a party not complying with the Act, regulation or tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 26 of the Act requires a tenant to pay rent when it is due.

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and undamaged at the end of a tenancy.

There is a clause in the tenancy agreement that allows for late fees in the amount of \$25.00. I find that the incentive clause does not violate the Act.

Based on the documentary evidence provided and LC's undisputed testimony, I find that the Landlord is entitled to a monetary award in the amount of \$2,433.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Monetary award	\$2,433.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,483.00
Less security deposit	<u>- \$525.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,958.00

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,958.00** for service upon the Tenants. 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: December 09, 2013

Residential Tenancy Branch

