



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Baywest Management Corporation (Agent)  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for cleaning and repairs to the rental unit, unpaid rent, to recover the filing fee for this proceeding and to keep the tenants' security deposit in partial payment of those amounts. The landlord abandoned its application for an Order for Possession as the tenants had moved out. Only the landlord's agents attended.

### Issues(s) to be Decided

Is the landlord entitled to compensation for unpaid rent, cleaning and repairs and if so, how much?

### Background and Evidence

The landlord's agents testified that they two attempts were made to serve the tenants with separate copies of this application and the evidence on November 21, 2103 by registered mail. On both occasions the packages were returned. I therefore find that the tenants were deemed to have received the documents by November 26, 2103 and therefore that the tenants have been sufficiently served in accordance with the Act. Based upon the evidence of the landlords I find that this month-to-month tenancy started on July 15, 2011 and ended on November 30, 2013 when the tenants moved out. Rent was \$ 770.00 per month inclusive of storage and washer hook-ups payable in advance on the 1<sup>st</sup> day of each month. The tenants paid a security deposit of 362.50 on May 16, 2011. The landlords testified that the tenants failed to pay one half of the rent for November and therefore the landlord is claiming \$ 362.50 as well as a late payment fee amounting to \$ 25.00. The landlords testified that notwithstanding their attempts to re-rent the unit by advertising as soon as they discovered that the tenants vacated the unit, they lost one month's rent for December. Accordingly the landlord is claiming \$ 770.00 for that loss.

The landlord is also claiming for the following repair and cleaning expenses:

Blinds replacement	\$ 219.52
Carpet cleaning	\$ 89.25
Cleaning of suite	\$ 100.00
Painting suite (new paint at beginning of tenancy and tenants painted the unit several dark and inappropriate colours)	\$ 400.00
Painting supplies	\$ 118.84
Replace light bulbs and toilet seat	\$ 40.94
Rekey locks (6 locks 8 keys)	\$ 322.14
Junk removal	\$ 85.05
Gutter and soffit repair (tenant damaged them with his truck)	\$ 866.25

### Analysis

Pursuant to paragraph 10 of the tenancy agreement the landlord is claiming \$ 25.00 for the month of November as a late payment fee. That paragraph states:

“**Late payment**, returned or non-sufficient funds (N.S.F) are subject to an administrative fee of \$ 25.00 each plus the amount of any service charge “

Section 7(1) of the Regulations made pursuant to the Residential Tenancy Act prescribes that a *landlord may charge an administration fee of **not more** than \$25 for **late payment** of rent.* Here the tenants did not pay all the rent for the month claimed therefore the landlords are not entitled to the late payment charge for monies **not paid**. I have dismissed that claim.

I find based upon the evidence of the landlords and in absence of any evidence from the tenants that all the rental arrears and loss of revenue amounting to \$ 1,132.50. I find of the other items claimed by the landlords are beyond wear and tear and are reasonably incurred.

I find that the landlords have proven a claim totalling \$ 2,791.89. As the landlords have been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. However the landlords are only permitted to claim the maximum of the amount claimed in their application for dispute resolution which is \$ 2,024.25 plus the filing fee totalling \$ 2,074.25. I order the landlords pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 362.50 in partial payment of the rent arrears and grant the landlords a monetary Order amounting to \$ 1,711.25.

### **Calculation of Monetary Claim**

Rental Arrears ( ½ November)	\$ 362.50
Loss of revenue (December)	\$ 770.00

Carpet cleaning	\$ 89.25
Cleaning suite	\$ 100.00
Painting	\$ 400.00
Painting supplies	\$ 118.84
Junk removal	\$ 85.05
Gutter and soffit repair	\$ 866.25
Filing Fees for the cost of this application	\$ 50.00
Total claim	\$ 2,841.89

### Conclusion

In summary I ordered that the respondents pay to the applicant the sum of \$ 2024.25 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 2,074.25. I order that the landlord retain the security deposit amounting to \$ 362.50 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 1,711.25** and a copy of it must be served on the tenants. If the amount is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: January 14, 2014

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Residential Tenancy Branch

