



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Middlegate Developments Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on November 12, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by each tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and late fees; for cleaning and carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on June 12, 2012 for a month to month tenancy beginning on August 1, 2012 for a monthly rent of \$984.00 due on the last day of each month with a security deposit of \$492.00 paid. The tenancy ended on November 6, 2013. The landlord has included a notice of rent increase confirming the rent had increased to \$987.00.

The tenancy agreement stipulates that the landlord will charge a \$25.00 fee for a late payment (overdue account) and an administration fee of \$25.00 on any returned

cheques. The landlord has submitted into evidence a copy of a cheque from the tenants dated October 31, 2013 and noted as rent for November 2013 confirming that the cheque was returned from their bank as insufficient funds. The landlord seeks compensation for the unpaid rent for the month of November 2013 as well as \$32.50 for a late charge and \$25.00 for the NSF administration charge.

The tenancy agreement also stipulates that at the end of the tenancy the tenants must have the carpets and window coverings professionally cleaned. The agreement stipulates that carpet cleaning ranges from \$54.00 to \$92.00 and drapery cleaning ranges from \$47.00 to \$137.00. The landlord claims \$95.00 for carpet cleaning and \$93.60 for drapery cleaning.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I accept based on the landlord's undisputed documentary evidence and testimony that the tenants failed to pay rent for the month of November 2013. I also accept that the tenant's rent cheque was returned by the bank. As such, I find the landlord is entitled to compensation in the amount of \$987.00 for the unpaid rent; \$25.00 for the late fee; and \$25.00 for the administration fee.

I note that the landlord had claimed \$32.50 for a late fee, however as the tenancy agreement stipulates \$25.00 and Residential Tenancy Regulation Section 7 imposes a limit of \$25.00 for such a fee I dismiss the amount of \$7.50 from the landlord's claim.

As the carpet cleaning and drapery cleaning were a requirement of the tenancy agreement and because the tenancy agreement stipulates a range of value for the cleaning I accept that the landlord is entitled to compensation for these costs to the maximum of the range identified in the tenancy agreement.

Based on this and the fact that the landlord has not provided specific receipts for these costs I find the landlord is entitled to \$92.00 for carpet cleaning and \$93.60 for drapery cleaning.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,272.60** comprised of \$987.00 rent owed; \$25.00 late fee; \$25.00

administration fee; \$92.00 carpet cleaning; \$93.60 drapery cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$492.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$780.60**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 26, 2014

Residential Tenancy Branch

