



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management 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 the landlord's application for a Monetary Order for damage to the unit, site or property; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants security 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 tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on January 28, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, 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

Is the landlord entitled to a Monetary Order for:

- I. Damage to the unit, site or property?
- II. Unpaid rent and utilities?
- III. Money owed or compensation for damage or loss?

Is the landlord permitted to keep the tenant's security deposit?

Background and Evidence

The landlord testifies that this tenancy started on December 01, 2013 for a fixed term of a year. The tenant actually moved into the unit on November 05, 2013 and paid a prorated rent for November for use and occupancy until the tenancy agreement legally started. Rent for this unit was \$700.00 per month due on the 1st of each month. Utilities were not included in the rent. The tenant paid a security deposit of \$350.00 on November 04, 2013.

The landlord testifies that the tenant's rent cheque for January was returned due to insufficient funds (NSF). The landlord served the tenant with a 10 Day Notice to End Tenancy for unpaid rent on January 08, 2014. The tenant failed to pay the rent owed of \$700.00 and vacated the rental unit on January 21, 2014. The landlord seeks a Monetary Order to recover unpaid rent of \$700.00 and an NSF fee of \$25.00. The tenant was informed in the tenancy agreement that an NSF fee would be applied to the tenants account if any rent cheques were returned.

The landlord testifies that the tenant failed to pay utilities. The Hydro was in the owner's name and the tenant did not pay the bill for November 05 to December 11, 2013. The landlord has prorated the bill as the usage was billed from November 01, 2013 five days prior to the tenant taking possession of the unit. The landlord has provided a copy of the disconnection Notice which indicates the bill for the entire period was \$61.96. The landlord has calculated the usage at 0.985 per day. This was originally calculated for 41 days however at the hearing the landlord adjusted this to the 36 days the tenant had possession of the unit. The amount the landlord now seeks for this period is \$35.46. The landlord testifies that another Hydro bill is also due from December 12, to January

21, The landlord has not yet received a copy of this bill and has therefore calculated it under the same daily usage as the previous bill of \$0.985 per day for a total amount of \$20.68.

The landlord testifies that the tenant had not adequately cleaned the rental unit and extra cleaning was required particularly the oven and stove, the bathroom, the fridge, cupboards and floors. The walls also had to be washed down as the tenant had smoked in the unit. The cleaner spent three hours cleaning at \$20.00 per hour and the landlord therefore seeks to recover \$60.00.

The landlord testifies that the window coverings also required cleaning as the tenant had smoking in the unit. This cleaning was done 'in house' and the landlord seeks to recover the sum of \$25.00.

The landlord testifies that they had originally claimed for \$100.00 to remove debris and items from the tenants unit. However when the maintenance man went to the tenant's unit some items had already been removed by someone else. The landlord therefore reduces their claim to \$42.00.

The landlord seeks to recover \$15.00 to replace the key fob as this was not returned by the tenant. The landlord testifies that they had originally claimed \$300.00 to paint the ceiling of the unit due to the tenant smoking; however this was not required and the landlord withdraws this portion of their claim.

The landlord has provided a copy of the move in and move out inspection report in evidence. The landlord testifies that the tenant did not attend the move out inspection as arranged on January 21, 2014. The tenant's son was cleaning the unit and had asked the landlord for more time. When the landlord returned there was a note on the door saying the tenants son had gone to get a truck and when the landlord returned again later that day the tenant had moved out and left the key so the landlord completed the

move out inspection in the tenants absence. The tenant provided a forwarding address by telephone on January 21, 2014.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me. Section 26 of the *Act* states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied with the undisputed evidence before me that the tenant failed to pay rent for January, 2014 of **\$700.00**. I find therefore that the landlord has established a claim to recover this unpaid rent. Furthermore I am satisfied with the landlord's amended claim for unpaid utilities for the term of the tenancy of **\$56.14**.

A landlord may charge a fee for NSF cheques for rent where the tenancy agreement provides for that fee in accordance with s. 7(2) of the Residential Tenancy Regulations. I have reviewed the tenancy agreement provided in evidence by the landlord and find the tenancy agreement does provide for an NSF fee to be charged of \$25.00. S. 7(1)(d) of the Regulations states that subject to subsection (2), an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution or for late payment of rent may be charged. Consequently, I find the landlord is entitled to recover **\$25.00** for the NSF fee charged for the January rent cheque.

With regard to the landlord's undisputed evidence concerning the cleaning required in the unit; s. 32 of the *Act* requires a tenant to leave a rental unit in a reasonable clean condition. I am satisfied with the evidence before me that the tenant did not leave the

rental unit reasonably clean and therefore I hold the landlord's claim for cleaning the unit of **\$60.00** plus **\$25.00** for cleaning the window coverings as the tenant smoking in the unit.

With regard to the landlord's amended claim for removing items left in the unit. I am satisfied that the tenant did not remove all her belongings at the end of the tenancy and some items remained in the unit which had to be removed by the landlord.

Consequently I uphold the landlords claim to recover the cost of removal of these items of **\$42.00**.

At the end of a tenancy a tenant is required to return all keys and fobs to the landlord. I am satisfied with the landlord's undisputed testimony that the tenant did not return the key fob and therefore I uphold the landlord's claim to recover the sum of **\$15.00** to replace this fob.

I Order the landlord to keep the security deposit of **\$350.00** in partial satisfaction of the landlord's claim pursuant to s. 38(4)(b) of the *Act*.

I further find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent	\$700.00
Unpaid utilities	\$56.14
NSF fee	\$25.00
Cleaning and removal of tenants belongings	\$127.00
Key fob	\$15.00
Subtotal	\$923.14

Plus the filing fee	\$50.00
Less the security deposit	(-\$350.00)
Total amount owed to the landlord	\$623.14

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$623.14**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial Court 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: May 09, 2014

Residential Tenancy Branch

