



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, 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 two agents for the landlord.

The landlord submitted documentary evidence to confirm the 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 February 13, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

The agents testified that the registered mail was returned to them as unclaimed so they served the tenant in person on March 11, 2014 and this service was witnessed by a third party.

Based on the undisputed evidence of the landlord, I find that the 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, storage, parking and late fees; for cleaning; carpet cleaning; drapery cleaning; for repairs; and key replacement; for all or part of the security deposit and to recover the filing fee from the tenant 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 May 20, 2010 for a 1 year fixed term tenancy beginning on June 1, 2010 that converted to a month to month tenancy beginning on June 1, 2011 for a monthly rent of \$1,200.00 due on the 1st of each month with a security deposit of \$540.00 paid.

The tenancy ended on January 28, 2014 when the tenant vacated the rental unit in response to the landlord's issuance on January 17, 2014 of a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord seeks unpaid rent; storage, parking and late fees for the month of January 2014 and lost revenue for the month of February 2014 because they were unable to re-rent the unit for the month of February 2014.

The landlord submitted into evidence photographs; a copy of a Condition Inspection Report recording conditions at move in and move out; and invoices for all cleaning and repairs required. The landlord seeks \$250.00 for general cleaning; \$173.00 for carpet cleaning; \$111.80 drapery cleaning; \$100.00 bathroom repairs and painting; \$50.00 for key replacement; and \$10.00 for failure of the tenant to return a "tenant manual".

The landlord explained that the tenant manual is provided to the tenants at the start of the tenancy and he provides them with everything they will need to have successful tenancy such as building rules and access information for how to request work in the rental unit. The tenant is required to sign a document acknowledging receipt of the manual and agreeing to pay \$10.00 if they fail to return it after the tenancy.

The landlord also acknowledges that they retain the security deposit (\$540.00); a key deposit (\$25.00); a bike deposit (\$10.00); and laundry card credit (\$3.55).

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.

Based on the landlord's undisputed evidence I find the tenant failed to pay rent, parking fees, and storage fees for the month of January 2014. Based on the landlord's undisputed testimony I accept the landlord was unable to re-rent the unit for the month of February 2014. I find this resulted because of the tenant's breach of her tenancy agreement in failing to pay rent for January and then failing to give the landlord an adequate notice to end the tenancy. As a further result, I find the landlord has suffered a loss in the amount of rent they would have been able to collect if the tenant had not breached her tenancy agreement.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony I find the tenant failed to comply with her obligations under Section 37. Specifically, I find the tenant failed to complete general cleaning; carpet cleaning; and drapery cleaning as is required under the tenancy agreement and Section 37. I find the landlord has established the value of the costs to complete this cleaning.

I find, also, the tenant failed to comply with Section 37 when she left the bathroom painted in a colour unapproved by the landlord. I also find the tenant failed to return keys as required under Section 37. I find the landlord has established the value of these costs through their documentary evidence.

As the landlord's claim of \$10.00 for the tenant's failure to return a "tenant manual", I find that the charge of a fee for the provision of a manual is not outlined in the Residential Tenancy Regulation as an allowable fee or deposit. As such, I find that the claim for \$10.00 is outside of the scope of the *Act*, and I dismiss this portion of the landlord's claim.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,959.80** comprised of \$2,225.00 (rent, parking, storage, late fees, and lost revenue); \$250.00 general cleaning; \$173.00 carpet cleaning; \$111.80 drapery cleaning; \$100.00 repairs; \$50.00 key replacement and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit; key deposit, bike deposit; laundry card credit held in the amount of \$578.55 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,381.25**.

This order must be served on the tenant. If the tenant fails 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: May 26, 2014

Residential Tenancy Branch

