



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD

### Introduction

This was a hearing with respect to the landlords' application for a monetary order and an order to retain the tenants' security and pet deposits. The hearing was conducted by conference call. The named landlord and the tenants called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain all or part of the security and pet deposits in partial satisfaction of any monetary award that may be granted?

### Background and Evidence

The rental unit is a strata title condominium unit in Abbotsford. The tenancy began December 1, 2011 for a six month term and thereafter month to month. The monthly rent was \$1,222.00, payable on the first of each month. The tenants paid a security deposit of \$611.00 on December 1, 2011 and a pet deposit of \$611 on January 1, 2012.

The tenants gave verbal notice in January, 2012 and moved out on or about January 14<sup>th</sup>. The landlord succeeded in re-renting the unit commencing February 1, 2014. The landlord testified that the tenants were behind in their rent payments over the course of the tenancy and made on partial payments for a number of months. The tenants paid the rent late on numerous occasions and the landlord claimed late fees in the amount of \$50.00 for each of the late payments. The landlord said that the tenants paid no rent for December, 2013 or for January 2014. The landlord claimed the sum of \$187.00 as unpaid arrears from earlier months and he claimed \$800.00 in late fees. The landlord said that the tenancy agreement required that the carpets be professionally cleaned at the end of the tenancy and this was not done; he claimed payment of the sum of

\$235.20 for carpet cleaning pursuant to an invoice that he submitted. The landlord claimed \$150.00, being the amount of a fine levied by the strata corporation in July, 2013 because the tenants as occupant of the rental unit allowed their dog to defecate on the common property and failed to clean up after it. The landlord said that he informed the tenants of the charge and told them to notify him if they wished to dispute the charge. He said that the tenants did not respond and he then paid the fine. The landlord claimed \$20.00 as the cost to replace a parking pass that was not returned by the tenants.

The tenant testified that he paid the rent for December, but he did not submit any documentary evidence to establish that a payment was made for December. The landlord testified that the tenants in fact did not pay November rent until December 16<sup>th</sup>.

The tenants dispute the charge for carpet cleaning, they said the carpets were clean at the end of the tenancy and professional cleaning was not required. They also said that the amount of the bill was excessive. The tenants disputed the landlord's claim for payment of the strata fine; they said that there are many dog owners at the rental property and they have had to clean up after other pet owners. The tenant said that the landlord should have disputed the strata fine and submitted that the tenants should not be responsible for the fine. The tenant said that he still had the parking pass and could return it. The tenants complained that the landlord had provided inadequate compensation in the past for a flood that affected the rental unit and mentioned a claim with respect to his truck, but then said he intended to pursue a claim against the landlord in some other forum.

### Analysis

I accept the landlord's evidence, supported by a ledger of payments and bank records, that there are arrears of rent of \$187.00 for period up to December, 2013. I accept the landlord's evidence that rent was not paid for December or for January. The tenant said that December rent was paid, but he offered no documentary evidence to show payment of December's rent. The landlord's evidence shows that a December payment by the tenants was applied in satisfaction of rent for November.

I do not allow the landlord's claim for late fees in the amount of \$800 because the tenancy agreement called for a late fee of \$50.00, an amount exceeding what is allowed under the Act. The landlord should not be able to claim an illegal fee by its tenancy agreement and then claim a lesser amount on application when the payment is only permitted under the Act as the enforcement of a legitimate contractual provision.

I find that the landlord is entitled to recover charges for carpet cleaning as claimed. The tenancy agreement provided that the carpets must be professionally cleaned at the end of the tenancy. The tenancy lasted for more than two years and the tenants kept a pet in the rental unit. The carpet cleaning charge was not unreasonable in the circumstances. The tenant did not give the landlord any written notice that he disputed the strata fine and I find that the tenants are liable to reimburse the landlord for the amount of the fine. The parking pass was not returned at the end of the tenancy and I find that the landlord is entitled to recover the \$20.00 cost to replace the pass. The amounts awarded to the landlord are as follows:

- |  |            |
|--|------------|
| • Rental arrears to November 30, 2013: | \$187.00   |
| • December rent:                       | \$1,222.00 |
| • January rent:                        | \$1,222.00 |
| • Carpet cleaning:                     | \$235.20   |
| • Strata fine:                         | \$150.00   |
| • Parking pass:                        | \$20.00    |

Total:	\$2,801.00
--------	------------

### Conclusion

I have allowed the landlord's claim in the amount of \$2,801.00. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$2,851.00. I order that the landlord retain the security and pet deposit of \$1,222.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,629.00. This order may be registered in the Small Claims Court 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: May 07, 2014

---

Residential Tenancy Branch

