



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing them to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent to their forwarding address, the tenants did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on February 1, 2013 at which time a \$600.00 security deposit was paid and ended on January 15, 2014. Rent was set at \$1,200.00 per month. The tenants and the landlord agreed that the tenants could end their fixed term on January 15. The tenants did not pay rent for the period from January 1-15 and the landlord seeks to recover unpaid rent for that period as well as 2 \$25.00 late payment fees for January and a previous month.

The tenants failed to adequately clean the rental unit or shampoo the carpet at the end of the tenancy, causing the landlord to incur a \$315.00 charge for those services. The tenants also caused damage to the rental unit, including damaging the fireplace, warping the master bedroom closet doors, causing a crack in a door and damaging a towel rack. The landlord paid for 4 hours of labour at a rate of \$32.00 per hour and supplies to perform repairs and seeks to recover those costs, which total \$191.70. The landlord also seeks to recover the \$50.00 filing fee paid to bring their application.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenants failed to pay rent for half of January as they were obligated to do. I find that the landlord is entitled to recover the unpaid rent and I award them \$600.00. I find that the landlord is entitled to recover 2 late payment fees pursuant to the terms of the tenancy agreement and I award them \$50.00.

I find that the tenants failed to adequately clean the rental unit at the end of the tenancy and that they caused damage to the unit which required repair. I award the landlord \$315.00 for cleaning and \$191.70 for the cost of repairs.

As the landlord has been wholly successful, I find they should recover the filing fee paid to bring their application and I award them \$50.00.

### Conclusion

The landlord has been awarded \$1,206.70 which represents \$600.00 in rent, \$50.00 in late payment fees, \$315.00 for cleaning, \$191.70 for repairs and \$50.00 for the filing fee. I order the landlord to retain the \$600.00 security deposit in partial satisfaction of the claim and I grant them a monetary order under section 67 for the balance of \$606.70. This order may be filed in the Small Claims Division of the Provincial 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: June 3, 2014

---

Residential Tenancy Branch

