



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on March 14, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on March 19, 2014, and I proceeded with the hearing in the absence of the tenants.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 1, 2013. Rent in the amount of \$995 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$497.50. The rent increased to \$1005 per month effective February 1, 2014.

The landlord stated that the tenants gave proper notice to vacate and then moved out of the rental unit on February 28, 2014. The landlord stated that the tenants did not show up for the move-out inspection. The landlord stated that the tenants did not pay the full rent for February 2014, and they failed to clean the unit. The landlord has claimed \$303 for suite cleaning; \$162.75 for carpet cleaning; \$51 for cleaning drapes; \$502.50 for unpaid rent; and \$25 for a late rent fee.

In support of their claim, the landlord submitted evidence including the following:

- a copy of two pages of the residential tenancy agreement, signed by the tenants and the landlord on January 7, 2013, indicating a monthly rent of \$995 due on the first of each month (but not containing the page that allows the landlord to charge a late rent fee);
- a tenant ledger indicating payment of rent and outstanding rent and fees;
- a detailed description of cleaning done after the tenants vacated, including a note that the cost for cleaning the drapes was \$48;
- an invoice for carpet cleaning; and
- a copy of the Landlord's Application for Dispute Resolution, filed March 13, 2014.

Analysis

I accept the landlord's evidence that the tenants did not pay the full rent for February 2014 or clean the unit before vacating, and I therefore grant those portions of the landlord's claim.

The landlord did not provide the portion of the tenancy agreement that allows the landlord to charge a late rent fee, and I therefore dismiss that portion of the landlord's claim. The landlord's evidence showed that the cost for cleaning drapes was \$48, not \$51, and therefore grant the landlord \$48 for cleaning drapes.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1066.25. I order that the landlord retain the security deposit of \$497.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$568.75. This order may be filed 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: July 9, 2014

