



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on July 1, 2010 and ended on February 28, 2014. Rent of \$925.00 was payable monthly and at the outset of the tenancy the Landlord collected \$462.50 as a security deposit. The tenancy agreement provides for a \$25.00 late rent fee. The tenancy agreement provides that the Tenant will pay 60% of the hydro and gas. The Tenant provided their forwarding address on March 1, 2014. The Parties mutually conducted a move-in inspection and completed a report. The Parties also conducted a move-out inspection on March 1, 2014 however the Tenant was given further opportunity to complete unfinished cleaning and repairs and a second inspection was then scheduled for March 10, 2014. The Tenant did not show up

for the second inspection. The Tenant provided her forwarding address in writing on March 1, 2014.

The Landlord withdraws the claim for rental arrears. The Landlord states that the Tenant paid rent late for September and November 2013 and claims \$50.00.

The Landlord states that the Tenant failed to pay for hydro and gas and claim as follows with copies of bills provided:

- \$122.40 for hydro for the period October 16 to December 13, 2013;
- \$161.15 for hydro for the period December 14, to February 14, 2014;
- \$122.65 for gas for the period November 15 to December 16, 2013;
- \$109.95 for gas for the period December 16, 2013 to January 17, 2014; and
- \$122.05 for gas for the period January 18, 2014 to February 18, 2014.

The Landlord withdraws the claims for hydro and gas for the last two weeks of February 2014.

The Landlord states that the Tenant caused a repair cost on the sprinkler system by disconnecting the electricity to the system and claims \$93.45. The Landlord provided a copy of the invoice with notations on the cause of the problems.

The Landlord states that the Tenant failed to leave the unit clean and failed to return the keys to the unit and claims as follows:

- \$200.00 for the cost of cleaning the unit, invoice provided;
- \$89.25 for the cost of cleaning the carpet, invoice provided; and
- \$95.20 for the cost of replacing the keys, invoice provided.

The Landlord withdraws the claims for damages to a towel rack, vent cover, patio door and for the replacement of light bulbs.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord, the provisions of the tenancy agreement

and invoices provided, I find that the Landlord has substantiated entitlements to **\$50.00** for late rent payments, **\$638.20** for gas and hydro costs, and **\$93.45** for the sprinkler repairs.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Based on the undisputed evidence of the Landlord and the invoices, I find that the Landlord has substantiated entitlements to **\$200.00** for the cost of cleaning the unit, **\$89.25** for the cost of cleaning the carpet and **\$95.20** for the cost of replacing the keys.

As the Landlord's application has met with success I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,216.10**. Deducting the security deposit of **\$462.50** plus zero interest leaves **\$753.60**.

Conclusion

I Order the Landlord to retain the security deposit and interest of \$462.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$753.60**. If necessary, 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 14, 2014

Residential Tenancy Branch

