



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, 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 – 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 attend 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 September 1, 2013 on a fixed term ending August 31, 2014. The Tenants gave notice to end the tenancy on February 5, 2014 to move out on February 28, 2014. Rent of \$1,350.00 was payable monthly. At the onset of the tenancy the Landlord collected \$675.00 as a security deposit and the Parties mutually conducted a move-in inspection and completed a report. The Parties mutually conducted a move-out inspection and completed a report on March 4, 2014.

The Tenants owed rent of \$675.00 for February 2014 and did not pay rent for March 2014. The Landlord states that the unit was advertised on February 6, 2014 at the rental rate and then dropped the rent to \$1,250.00 by the March 14, 2014 advertisements. A new tenant was found for April 1, 2014. The tenancy agreement provides for liquidated damages of \$500.00, late rent fees of \$25.00 and NSF fees of \$25.00. The Landlord claims \$250.00 in liquidated damages and \$2,025.00 for unpaid rents for February and March 2014. The Landlord also claims late fees of \$50.00 and an NSF fee of \$25.00 for an NSF cheque in February 2014.

Although the Tenant left the carpets reasonably clean the Landlord claims \$84.00 for the cost of cleaning the carpet.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the undisputed evidence that the Tenant failed to pay rent as required for February and March 2014, I find that the Landlord has substantiated an entitlement to **\$2,025.00**. Given the tenancy agreement and further based on undisputed evidence, I find that the Landlord has substantiated an entitlement to **\$250.00** for liquidated damages, **\$50.00** for late fees and **\$25.00** for an NSF fee.

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. Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean. Based on the landlord's evidence and noting the short term tenancy, I find that the Tenant left the carpet reasonably clean and required and that the Landlord has failed to substantiate that the Tenant did not comply with the Act. I therefore dismiss this claim.

As the Landlord has been substantially successful with its application I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of

\$2,400.00. Deducting the security deposit of **\$675.00** plus zero interest leaves **\$1,725.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain security deposit plus interest of \$675.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$1,725.00**. 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 31, 2014

Residential Tenancy Branch

