



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary order for damage to the unit; unpaid rent or utilities; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord submitted that the hearing documents were sent to the tenant at his forwarding address on February 7, 2014 and the registered mail was received by the tenant as evidenced by his signature recorded by Canada Post. The landlord provided the registered mail receipt and tracking information as proof of service. I was satisfied the tenant was served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for the amounts claimed?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy commenced October 1, 2012 and the landlord collected a security deposit of \$387.50. The tenant was required to pay rent of \$775.00 on the 1<sup>st</sup> day of every month. The rental unit was vacated on January 30, 2014.

The landlord submitted that the tenant left the rental unit unclean; left abandoned possessions in the unit; and, a hole in the door. The tenant also failed to pay \$183.90 in rent during the tenancy and did not return the laundry card.

The landlord is seeking compensation from the tenant for the following:

Unpaid Rent	\$ 183.90
Cleaning – 7 hours	225.00
Garbage removal (2 truckloads) – 8 hours	200.00
Repairs to hole in door	100.00
Laundry card not returned	25.00
Administration charge	<u>25.00</u>
Total claim	\$ 758.90
Less: security deposit	<u>(387.50)</u>
Net claim	\$ 371.40

In support of the landlord's claims I was provided copies of: the tenancy agreement; time sheets for staff persons who cleaned the unit and removed garbage; condition inspection reports; and, photographs of a in the door; garbage left in the unit, and the oven.

### Analysis

Under the Act, a tenant is required to pay the rent when due under the terms of their tenancy agreement. The Act also requires that at the end of the tenancy, the tenant is required to leave the rental unit reasonably clean, undamaged, and return to the landlord all means of accessing the unit and property.

Based upon review of all of the undisputed evidence before me, I accept that the tenant owes the landlord unpaid rent of \$183.90; failed to return the laundry card to the landlord; left the unit unclean and with abandoned possessions; and, damaged the door. I also find the landlord has requested a reasonable amount of compensation from the tenant to remove garbage, and make repairs to the door; however, I calculate that the landlord is seeking compensation of almost \$33.00 per hour for cleaning and I find this to be unreasonably high in the absence of evidence to corroborate this rate. Therefore, I limit the landlord's claim for cleaning to \$140.00 based upon the time sheet and an hourly rate of \$20.00.

The Residential Tenancy Regulations limit the circumstances when a landlord may charge a tenant an administrative fee. In this case, I find the landlord did not present a basis under the Act or Regulations for charging the tenant an administrative fee and that portion of the landlord's claim is denied.

I award the filing fee to the landlord and I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the landlord's claim.

In light of the above findings, I grant the landlord compensation and provide the landlord with a Monetary Order for the following:

Unpaid Rent	\$ 183.90
Cleaning (7 hours @ \$20.00/hour as awarded)	140.00
Garbage removal (2 truckloads) – 8 hours	200.00
Repairs to hole in door	100.00
Laundry card	25.00
Filing fee	50.00
Less: security deposit	<u>(387.50)</u>
Net claim	\$ 311.40

The Monetary Order must be served upon the tenant and it may be filed in Provincial Court (Small claims) to enforce as an order of the court.

### Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$311.40 to serve and enforce as necessary.

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 20, 2014

---

Residential Tenancy Branch

