



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: damage to the rental unit; unpaid rent or utilities; to keep all of the Tenant’s security deposit; and to recover the filing fee.

An agent for the Landlord and the Tenant appeared for the hearing and provided affirmed testimony during the hearing. However, only the Landlord provided written evidence prior to the hearing. The Tenant confirmed receipt of the Landlord’s Application and written evidence which had been severed to the Tenant in accordance with the requirements of the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure.

At the start of the hearing the proceedings were explained and no issues were raised by either party. The Tenant also provided a new forwarding address which was amended on the Tenant’s Application pursuant to Section 64(3) (c) of the Act.

Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent for April, 2014?
- Is the Landlord entitled to late rent fees for and cleaning costs?
- Is the Landlord entitled to keep all of the Tenant’s security deposit in partial satisfaction of the monetary claim?

Background and Evidence

Both parties agreed that this tenancy started on June 1, 2013 for a fixed term of six months which was then renewed on December 1, 2013 on a month to month basis via a new tenancy agreement. Rent under the tenancy agreement was payable in the amount

of \$650.00 on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$325.00 on October 9, 2013 which the Landlord still retains.

The Landlord completed a move in Condition Inspection Report (the "CIR") on May 9, 2013 and a move out CIR on April 30, 2014, which was provided in written evidence. The Landlord's agent testified that the Tenant provided proper written notice to end the tenancy on April 30, 2014 but failed to pay the last month's rent for April, 2014 in the amount of **\$650.00**. The Tenant provided the Landlord with a forwarding address on the move out CIR on April 30, 2014.

The Landlord's agent also sought the late fees associated with the nonpayment of rent by the Tenant for April, 2014 as well as late payment of rent for February, 2014 (paid on February 11) and for late payment of rent for March, 2014 (paid on March 18). The Landlord's agent referred to the Tenant's ledger of rent payments showing these charges as well as the clause in the written tenancy agreement which requires the Tenant to pay a late rent fee of \$25.00. The total amount sought by the Landlord for late fees is **\$75.00**.

The Landlord's agent explained that the carpets had been professionally cleaned at the start of the tenancy as indicated on the move in CIR and that the Tenant had failed to clean them at the end of the tenancy which was also indicated on the move out CIR. As a result, the Landlord claims **\$84.00** for the cleaning of the carpets as evidenced by an invoice submitted in written evidence.

The Tenant did not dispute any of the Landlord's evidence or deny the Landlord's claim and was agreeable to pay the monies claimed by the Landlord as detailed in this decision.

Analysis

Firstly, I find that the Landlord made the Application to keep the Tenant's security deposit within the time limits stipulated by Section 38 of the Act.

Section 26(1) of the Act states that a Tenant must pay rent when it is due under the tenancy agreement. In this case, the Tenant agreed that he did not pay rent for April, 2014 in the amount of **\$650.00** for which is now liable to pay the Landlord.

Section 7(1) (d) of the Residential Tenancy Regulation allows a Landlord to charge an administration fee up to \$25.00 for late payment of rent if the tenancy agreement provides for this fee. The Landlord provided a copy of the tenancy agreement which

provides for this fee and as the Tenant failed to pay any rent for April 2014, and paid rent late for the months of February and March, 2014, I find that the Landlord is entitled to a total of **\$75.00** in late rent fees.

Section 37(2) of the Act requires a Tenant to leave a rental suite reasonably clean and undamaged at the end the tenancy. In addition, Section 21 of the Residential Tenancy Regulation states that a CIR can be used as evidence of the state of repair and condition of the rental suite, unless a party has a preponderance of evidence to the contrary.

The Tenant provided no preponderance of evidence to dispute the Landlord's agent's testimony and the move out CIR that the carpets were cleaned at the end of the tenancy and therefore the Landlord is entitled to this cost in the amount of **\$84.00** which was verified through an invoice provided in written evidence.

As a result, the total amount awarded to the Landlord is \$809.00. As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the **\$50.00** filing fee for the cost of this Application. Therefore, the total amount awarded to the Landlord is **\$859.00**. As the Landlord already holds \$325.00 in the Tenant's deposit, I order the Landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4) (b) of the Act. As a result, the Landlord is awarded **\$534.00**.

Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$534.00**. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims).

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: September 10, 2014

Residential Tenancy Branch

