



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ardent Properties Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

**MNR, MND, MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage to the rental unit, compensation for damage or loss under the Act, to retain all or part of the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on May 23, 2014 tenant A.B. retrieved the copies of the Application for Dispute Resolution and Notice of Hearing that were sent to the each tenant in separate registered mail packages. A Canada Post tracking number and receipt was provided as evidence of service to each tenant.

The landlord did not know where the address was obtained, as the tenants did not supply a written forwarding address.

Therefore, in the absence of evidence that the service address was provided by the tenants I determined that service to tenant A.B. was effective the date she signed accepting the registered mail. As A.B. signed accepting the mail for the 2<sup>nd</sup> tenant I have determined that sufficient service cannot be proven; it is not clear that tenant C.B. was given the hearing documents.

Therefore, I find that these documents are deemed to have been served in accordance with section 89 and 90 of the *Act* to tenant A.B.; however the tenant did not appear at the hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to compensation for unpaid April 2014 rent in the sum of \$800.00?

Is the landlord entitled to \$50.00 in late fees, \$103.95 for carpet cleaning and \$246.00 for cleaning costs?

May the landlord retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy commenced on August 15, 2012; rent was \$800.00 due on the 1<sup>st</sup> day of each month. A security deposit in the sum of \$400.00 was paid. A move-in condition inspection report was completed. Copies of the tenancy agreement and inspection report were supplied as evidence.

On April 3, 2014 the tenants were served with a 10 day Notice to end tenancy for unpaid April rent. The effective date of the Notice was April 18, 2014. The landlord contacted the tenants who agreed to meet on April 25, 2014 for an inspection. The landlord attended and the tenants were not ready to complete the inspection. A notice of final opportunity to complete the inspection on April 29, 2014 was posted to the door; a photo of the notice was supplied as evidence. The tenants failed to attend that inspection.

A number of photographs of the unit taken at the end of the tenancy showed a need for cleaning. A dirty oven, belongings strewn around the unit; boxes left in rooms, a dirty fridge and a carpet that was not cleaned or vacuumed.

A May 1, 2014 invoice for the cleaning claimed was supplied as evidence.

A carpet cleaning invoice in support of the claim was issued on April 30, 2014.

The tenants paid March rent late and April rent was not paid. A \$25.00 late fee for each month; as set out in clause 4(a) of the tenancy agreement, are claimed.

### Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

Section 26 of the Act requires a tenant to pay rent when it is due. From the evidence before me I find that the tenants failed to pay April 2014 rent and that the landlord is entitled to compensation in the sum of \$800.00.

The tenancy agreement sets out fees payable, in accordance with the Regulation. Therefore, I find that the landlord is entitled to a \$25.00 late fee for each March and April, 2014; as rent was not paid on time.

Based on the inspection report and the photographs I find that the tenants failed to leave the unit reasonably clean; as required by the legislation. The landlord has provided verification of the cleaning cost and carpet cleaning claimed. Therefore, I find that the landlord is entitled to compensation in the sum claimed for cleaning.

I find that the landlord's application has merit and that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$400.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$849.95. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to compensation as claimed.

The landlord is entitled to retain the security deposit.

The landlord is entitled to filing fee costs.

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 17, 2014

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Residential Tenancy Branch

