



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit. The tenant did not participate in the conference call hearing. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing via registered letter which was signed for by the tenant on May 15, 2014. I was satisfied that the tenant had knowledge of the hearing and of the claim made against her and the hearing proceeded in her absence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed evidence is as follows. The tenancy began on May 1, 2013 and ended on September 30, 2013. At the outset of the tenancy, the tenant paid a \$325.00 security deposit.

I address the landlord's claims and my findings around each below:

Unpaid rent

The landlord seeks to recover \$650.00 as the amount of rent payable in September 2013 which the tenant did not pay. I accept the landlord's undisputed testimony and find that the landlord is entitled to recover the rental arrears. I award the landlord \$650.00.

Late payment fees

The landlord seeks to recover \$25.00 for each of the months of August and September as late payment fees pursuant to the terms of the tenancy agreement. The landlord testified that the tenant failed to pay rent on time in August and did not pay rent at all in September. I accept the landlord's undisputed testimony and find that the landlord is entitled to recover the late payment fees. I award the landlord \$50.00.

Cleaning

The landlord seeks to recover \$100.00 as the cost of cleaning the rental unit at the end of the tenancy. She testified that the tenant did no cleaning whatsoever and provided photographs showing the condition of the unit. I am satisfied that the unit required substantial cleaning and I find that the landlord's claim is reasonable. I award the landlord \$100.00.

Carpet cleaning

The landlord seeks to recover \$110.00 as the cost of cleaning the carpet at the end of the tenancy. The landlord provided photographs showing considerable soiling of the carpet. I accept the landlord's undisputed testimony and I find that the tenant failed to leave the carpet in reasonably clean condition. I find that the landlord is entitled to recover the cost of carpet cleaning. I award the landlord \$110.00.

Garbage removal

The landlord seeks to recover \$126.00 as the cost of removing garbage from the rental unit at the end of the tenancy. The landlord provided photographs showing that a substantial amount of garbage and abandoned belongings were left in the rental unit. I accept the landlord's undisputed testimony and find that the landlord is entitled to recover the cost of garbage removal. I award the landlord \$126.00.

Filing fee

As the landlord has been substantially successful in her claim, I find she should recover the \$50.00 filing fee paid to bring her application.

Conclusion

In summary, the landlord has been successful as follows.

Rental arrears	\$ 650.00
Late payment fees	\$ 50.00
Cleaning	\$ 100.00
Carpet cleaning	\$ 110.00
Garbage removal	\$ 126.00
Filing fee	\$ 50.00
Total:	\$1,086.00

The landlord has been awarded a total of \$1,086.00. I order the landlord to retain the \$325.00 security deposit and I grant the landlord a monetary order under section 67 for the balance of \$761.00. This order may be filed in the Small Claims Division of the Provincial 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: September 05, 2014

Residential Tenancy Branch

