



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

MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on June 23, 2014 to the address given by the tenant on June 6, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on November 1, 2012 at which time the tenant paid a \$312.50 security deposit and ended on May 31, 2014. Monthly rent was set at \$625.00.

The tenant failed to pay any rent in the month of May 2014. The landlord seeks to recover the rental arrears.

The tenant paid his rent late on 4 occasions in 2014, in the months of January, February, March and May. The landlord seeks to recover a \$25.00 late payment fee for each of those months pursuant to a term of the tenancy agreement.

The tenant failed to adequately clean the unit at the end of the tenancy. The landlord's cleaning staff spent 8 hours cleaning the unit and the landlord paid the cleaners at a rate of \$20.00 per hour. The landlord seeks to recover this expense from the tenant.

The tenant failed to clean the carpet at the end of the tenancy. The landlord rented a steam cleaning unit from the strata and paid her cleaning staff to clean the carpet. The landlord seeks to recover \$110.00 paid for this service.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony. I find that the tenant failed to pay rent in May 2014 and I find that the landlord is entitled to recover rental arrears. I award the landlord \$625.00.

I find that the tenant paid rent late in the months of January, February, March and May 2014 and I find that he is obligated under the terms of the tenancy agreement to pay a late payment fee of \$25.00 for each of those breaches. I award the landlord \$100.00.

I find that the tenant failed to adequately clean the rental unit and I find that the landlord is entitled to recover the monies paid to bring the unit to a reasonably clean condition. I award the landlord \$160.00.

I find that the tenant failed to clean the carpet at the end of the tenancy and I find that the landlord is entitled to recover the monies paid to clean the carpet. I award the landlord \$110.00.

As the landlord has been successful in her application, I find she should recover the filing fee and I award her \$50.00.

Conclusion

The landlord has been awarded \$1,045.00 which represents \$625.00 in rent, \$100.00 for late payment fees, \$160.00 for cleaning, \$110.00 for carpet cleaning and \$50.00 for the filing fee. I order the landlord to retain the \$312.50 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$732.50.

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: October 24, 2014

Residential Tenancy Branch

