



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord company attended the hearing and gave affirmed testimony. However, despite being individually served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail both on November 28, 2014, no one for either tenant attended the hearing. The line remained open while the phone system was monitored prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenants were served on that date and in that manner and has provided a copy of a Canada Post receipt bearing that date and the Registered Domestic Customer Receipts showing the names of the tenants and tracking numbers assigned by Canada Post. The landlord's agent also testified that the tenants had provided forwarding addresses during the move-out condition inspection and the documents were sent to those addresses, and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord's agent are considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenants for unpaid rent?

- Has the landlord established a monetary claim as against the tenants for damage to the unit, site or property?
- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for late and NSF fees?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this one-year fixed-term tenancy began on February 1, 2014 expiring on January 31, 2015, however the tenants vacated the rental unit on July 10, 2014. Rent in the amount of \$2,000.00 per month was payable in advance on the 1st day of each month. On January 8, 2014 the landlord collected a security deposit from the tenants in the amount of \$1,000.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord's agent further testified that the tenancy agreement shows both tenants are responsible for the full amount of rent, however the tenants had apportioned it between them and signed documents for direct deposit so the amounts came out of their bank accounts to the landlord's account in the amount of \$925.00 for one tenant and \$1,175.00 for the other. A copy of a Direct Payment Service Enrollment Authorization Card has been provided for the tenant paying \$1,175.00. That tenant failed to pay his share for July, 2014 and that amount remains outstanding. The tenancy agreement also states that late payments of rent are subject to a \$25.00 late fee and a \$25.00 NSF fee for a returned payment. The landlord claims \$1,175.00 for unpaid rent and \$50.00 for the late and NSF fees.

The landlord's agent also testified that there was no move-in condition inspection report completed at the outset of the tenancy, but a move-out condition inspection report was completed on July 10, 2014. A copy has been provided as well as a document entitled, "Security Deposit Refund." The landlord's agent testified that the tenants didn't agree with the report or to the landlord claiming the security deposit. The Condition Inspection Report shows a notation by the tenant that states: "no move-in insp. done – blinds originally damaged ..."

The landlord claims damages to the rental unit, being replacement of 3 sets of 1-inch vertical blinds which were found crumpled and in need of replacing. The landlord has

provided a Purchase Order showing the cost to be \$89.90 for the living room blinds and \$113.90 for 2 sets for the bedrooms, which amounts to \$355.83 including taxes.

The landlord's agent also testified that the rental unit was left by the tenants quite dirty, and the landlord's agent claims \$20.00 per hour for a cleaner for 4 hours and \$16.00 for cleaning materials. The landlord's agent uses a cost for materials based on 20% of the cost of labour.

The landlord claims unpaid rent in the amount of \$1,175.00, late and NSF fees totalling \$50.00, damages in the amount of \$451.83, and permission to keep the security deposit in partial satisfaction of the claim.

Analysis

Because the landlord has provided a copy of the Direct Payment Service Enrollment Authorization Card, I accept the testimony of the landlord's agent that the tenants failed to pay rent in full for the month of July, 2014 and I find that the landlord is entitled to a monetary order for unpaid rent in the amount of \$1,175.00. I also accept that the tenancy agreement provides for a late fee of \$25.00 and the landlord is entitled to that claim. With respect to the \$25.00 NSF fee, the regulations state that a landlord may claim the amount charged by the landlord's financial institution for the returned item, and the landlord has not provided any evidence of that. Therefore, I find that the landlord has failed to establish a claim for the NSF fee.

With respect to the landlord's application for damages, I have reviewed the move-out condition inspection report and it is clear that the tenant did not agree with it and wrote on the report that the blinds were damaged at the outset of the tenancy. The landlord did not cause a move-in condition inspection report to be completed, and therefore, I find that the landlord has failed to establish that the tenants are responsible for replacing any of the blinds.

With respect to cleaning, the report is significant enough to show that the tenants did not leave the rental unit reasonably clean except for normal wear and tear, and I accept the 4 hour claim of \$80.00 and \$16.00 for cleaning materials.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I order the landlord to keep the \$1,000.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the difference in the amount of \$346.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,000.00 security deposit and I grant a monetary order in favour of the landlord as against the tenants in the amount of \$346.00.

This order is final and binding and may be enforced.

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: December 17, 2014

Residential Tenancy Branch

