



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, 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 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 tenant for the cost of the application.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord Application for Dispute Resolution and notice of this hearing by registered mail on February 19, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes 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 tenant was served on that date and in that manner and has provided a copy of a Canada Post cash register receipt bearing that date as well as the Registered Domestic Customer Receipt bearing the tenant's name, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided by the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for damage to the unit, site or property?
- 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 fixed term tenancy began on January 1, 2012, expired on December 31, 2012, and then reverted to a month-to-month tenancy, which ultimately ended on February 25, 2014. Rent in the amount of \$900.00 per month was payable in advance on the 1st day of each month. The landlord collected a security deposit from the tenant in the amount of \$450.00 which was paid by installments during the tenancy, and the whole amount remains in trust by the landlord. No pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord's agent further testified that a move-in condition inspection report was completed by the parties at the commencement of the tenancy and a copy has been provided.

The landlord issued a 1 Month Notice to End Tenancy for Cause which contained an expected date of vacancy of February 28, 2014 and the tenant vacated the rental unit on February 25, 2014 without paying rent or parking fees for the month of February. The tenancy agreement also contains a clause providing a \$25.00 late fee payable to the landlord, and a \$35.00 parking fee, which the landlord claims against the tenant for February, 2014. A tenant ledger has also been provided.

The landlord provided the tenant with 2 opportunities to conduct the move-out condition inspection report by suggesting 2 dates in a letter dated January 30, 2014, a copy of which has been provided, and the tenant orally agreed to the first opportunity, but didn't attend. The landlord's agent went to the rental unit and found the keys that give access to the rental unit on the counter as well as the laundry card. The landlord completed the inspection without the tenant and completed a checklist dated February 25, 2014, a copy of which has also been provided.

The landlord's agent also testified that the tenancy agreement provides that no pets are permitted in the rental unit, but the tenant acquired a dog during the tenancy. The tenancy agreement also provides that smoking is only permitted outside, but the tenant smoked heavily inside the rental unit. As a result, extra cleaning was required prior to re-painting the rental unit. Also, the carpets and draperies needed to be cleaned, and the landlord has provided a copy of an invoice dated February 28, 2014 for cleaning in the amount of \$50.00; extra cleaning in the amount of \$200.00; carpet cleaning for \$160.00 and drape cleaning for \$67.30. The landlord is not claiming the first cleaning charge of \$50.00 and withdraws that amount from the claim. The landlord claims \$427.30 for damages.

The tenant has not provided the landlord with a forwarding address in writing, but the caretaker of the rental complex saw the tenant who orally provided an address, which is the address the landlord used to serve the hearing package.

The landlord claims \$900.00 for unpaid rent, \$25.00 late fee, \$35.00 parking fee, \$200.00 for extra cleaning, \$160.00 for carpet cleaning, \$67.30 for drapery cleaning, and \$50.00 for recovery of the filing fee, for a total of \$1,437.30, and an order permitting the landlord to keep the security deposit in partial satisfaction of the claim.

Analysis

I have reviewed the tenancy agreement and tenant ledger provided by the landlord and, I accept the testimony of the landlord's agent. I am satisfied that the landlord has established a claim for unpaid rent in the amount of \$900.00, \$35.00 for parking and \$25.00 for a late fee.

I accept the testimony of the landlord's agent that the tenant acquired a dog and smoked in the rental unit. I have also reviewed the move-in condition inspection report, the landlord's move-out checklist, and the invoice for cleaning services to the rental unit and I am satisfied that the landlord has established a claim for \$427.30 for damages.

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

I hereby order the landlord to keep the \$450.00 security deposit and I grant the landlord a monetary order for the difference in the amount of \$987.30.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$450.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$987.30.

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: April 16, 2015

Residential Tenancy Branch

