



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, MNR, MND, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on October 06, 2014, she served the tenant with the notice of hearing by registered mail to the address provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, the cost of cleaning and repairs and the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on August 01, 2014 and ended on September 20, 2014. The monthly rent was \$900.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit, pet deposit and key deposit of \$920.00. A copy of the tenancy agreement was filed into evidence. A term in the agreement requires the tenant to pay a \$25.00 late fee for rent paid after the due date.

The landlord stated that the tenant failed to pay rent for August and September 2014 and also owed late fees in the amount of \$75.00. The landlord filed a copy of the rent ledger for the rental unit. The landlord also testified that the tenant damaged the doors by making holes in them and they were new at the start of the tenancy. The landlord has claimed the cost of replacing the doors.

The landlord testified that the unit was painted at the start of tenancy. The tenant left the unit with damage to the walls. The landlord has claimed the cost of painting and repairing drywall and has filed a receipt for the expense incurred.

The tenant owed the local municipality the cost of utilities. The landlord filed a copy of the invoice. The landlord stated that the tenant left behind a couch and bags of garbage. The landlord filed invoices for the cost of the removal of these items. The landlord also filed a copy of the receipt for the cost of cleaning the carpet.

The landlord has filed a total claim of \$2,964.79 which includes \$50.00 for the filing fee.

The landlord has claimed the following:

1.	Unpaid rent	\$1,800.00
2.	Late fees	\$75.00
3.	Suite cleaning and new doors	\$375.00
4.	Replace and paint doors	\$113.61
5.	Paint and drywall repair	\$230.00
6.	Utility bill	\$157.43
7.	Couch disposal	\$35.00
8.	Garbage removal	\$50.00
9.	Carpet cleaning	\$78.75
10.	Filing fee	\$50.00
	<b>Total</b>	<b>\$2,964.79</b>

### **Analysis**

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that the landlord has established a claim for unpaid rent, late fees, repairs, cleaning, garbage removal and the filing fee.

Overall the landlord has established a claim of \$2,964.79. I order that the landlord retain the deposits of \$920.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,044.79. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order of **\$2,044.79**.

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: May 08, 2015

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Residential Tenancy Branch

