



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for arrears of rent, utilities, cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord's agent attended.

Issues(s) to be Decided

Is the landlord entitled to compensation for cleaning and repairs and if so, how much?

Background and Evidence

The landlord's agent KM. testified that dispute resolution package was sent by registered mail to an address for the tenant that the landlord obtained from a source other than from the tenant. In reliance on KM's evidence and with reference to Canada Post's web site I find that that the tenant has been sufficiently served in accordance with the Act.

Based upon the evidence of KM I find that this month-to-month tenancy started on April 4, 2012 and ended on June 18, 2013 when the tenant moved out without giving any notice to the landlord. Rent for the trailer was \$ 1,557.00 per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 750.00 at the beginning of the tenancy. KM testified that the tenant did not pay the rent for June and the landlord also lost the rent for July because of the lack of notice, the tenant did not clean the unit and it needed repairs. The landlord is claiming late payment fee of \$ 25.00 for June. The landlord is also claiming \$ 25.00 for water utilities for June. The landlord also claimed that at the end of the tenancy the tenant did not clean the rental unit, left debris and as a result, the landlord incurred cleaning expenses costing \$ 225.00 and debris removal costs of \$ 362.25. The tenant failed to complete yard maintenance pursuant to the tenancy agreement and the landlord is claiming \$ 52.50

representing the cost of mowing the lawn. The tenant did not return the keys and the landlord is claiming \$ 100.00 for that cost.

Analysis

Pursuant to paragraph 5 (g) of the addendum to the tenancy agreement the landlord is claiming \$ 25.00 for the month of June as a late payment fee. That paragraph states:

“Rent **received** after the 5th – including postdated cheques- will be considered late and are subjected to a \$ 25 late charge.” (My emphasis added.)

Section 7(1) of the Regulations made pursuant to the Residential Tenancy Act prescribes that a *landlord may charge an administration fee of not more than \$25 for **late payment** of rent.* Here the tenant did not pay any rent for the month claimed therefore the landlord is not entitled to the late payment charge for monies **not paid or received**. I have dismissed that claim.

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

In absence of evidence from the tenant I have allowed the landlord's claim for the loss of rent and revenue for June and July totalling \$ 3,114.00. I have also allowed the utility claim for June amounting to \$ 25.00.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 739.75. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 750.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Rental Arrears (June 2013)	\$ 1557.00
----------------------------	------------

Loss of revenue (July 2013)	\$ 1557.00
Utilities (June)	\$ 25.00
cleaning	\$ 225.00
Debris removal	\$ 362.25
Lawn mowing	\$ 52.50
Changing locks	\$ 100.00
Filing Fees for the cost of this application	\$ 50.00
Less Security Deposit and interest	-\$ 750.00
Total Monetary Award	\$ 3,178.75

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 3,878.75 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 3,928.75. I order that the landlord retain the security deposit amounting to \$ 750.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 3,178.75** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 15, 2015

Residential Tenancy Branch

