



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent and damages;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Only the landlord attended and gave sworn testimony that they served the Application for Dispute Resolution by registered mail. It was verified online that it was successfully delivered and the respondent signed for it. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on a balance of probabilities that the tenant owes rent and/or late fees and compensation for damages that are beyond reasonable wear and tear? If so, in what amount and are they entitled to recover the filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced December 2013, a security deposit of \$415 was paid and rent was \$830 a month. The landlord said the tenant was late one month in her rent payment so there was a late fee of \$20 outstanding. However, he requested that the tenant be charged an additional \$20 per month for each month that the late fee was outstanding (12x\$20) as it was considered part of her rent. In addition, the landlord claims as follows:

\$84 for carpet cleaning

\$20 for replacing lost keys

\$6 to replace a lost laundry card.

The tenant did not attend and provided no documents to dispute the amount owing.

The landlord said the tenant has not provided a forwarding address in writing and she vacated on February 28, 2015.

In evidence are invoices and the tenancy agreement. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order

I find the landlord is entitled to recover a late fee of \$20 for the one rent payment that was late. I find this is in accordance with Residential Tenancy Regulation 7 which provides that a late fee of up to \$25 may be charged for NSF cheques or late payment of rent provided this term is in the lease; I find the landlord's lease, clause 12, provides for a \$20 charge. However, I find neither the definition of "rent" in section 1 of the Act nor section 46 of the Act include late fees in calculation of rent whereas utilities and services may be included. Therefore, I find it not in accordance with the legislation for the landlord to charge a late fee on the late fee for the 12 subsequent months. I find the landlord entitled to \$20 for the one late payment of rent by the tenant.

I find the landlord's evidence credible that further costs were incurred at the end of the tenancy as his evidence is well supported by the invoices and documents filed in evidence. I find the landlord entitled to recover \$84 for carpet cleaning, \$20 to replace lost keys and \$6 to replace a lost laundry card. I find the landlord entitled to a monetary order as calculated below.

The landlord queried the sections of the Act pertaining to the security deposit. I referred him to section 38 which provides that the landlord would have 15 days from the later of the tenant vacating and providing her forwarding address in writing to make a claim against the deposit. Since the landlord has received no forwarding address in writing, they are within the time limit to claim against the deposit. Furthermore, according to section 39 of the Act, if the tenant does not provide a forwarding address within a year of vacating the unit, the landlord is entitled to retain the balance of the deposit.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain a portion of the security deposit to offset the amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Late fee	20.00
Carpet shampooing	84.00
Replace lost keys	20.00
Replace lost laundry card	6.00

Filing fee	50.00
Less security deposit (no interest 2013-15)	-415.00
Balance held in trust for tenant to be refunded if forwarding address in writing provided within a year (section 39 of the Act).	-235.00

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: July 23, 2015

Residential Tenancy Branch

