



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for a Monetary Order. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend the hearing. I accept the landlord's evidence they served the Application, Notice of Hearing, and their evidence sent to the tenant by registered mail on June 05, 2015 to the forwarding address provided by the tenant in accordance with Section 89(1)(d) of the Act. The landlord provided proof of mail registration in the form of the Canada Post receipt including the tracking number for the mail, claimed to have been returned to the landlord. I find the tenant was served with Notice of this matter in accordance with the Act. The landlord provided an abundance of document evidence in support of their claims and the hearing proceeded on the merits of the landlord's application.

Issue(s) to be Decided

Is the landlord entitled to the monetary amount(s) claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started April 28, 2014 as a fixed term tenancy agreement with an effective end date of May 31, 2015 and further stipulation that at the end of the fixed term the tenant *must* vacate – duly initialled by the parties. The tenancy legally ended May 31, 2015; however the tenant vacated "sometime in the middle of May" 2015. Rent payable was \$2650.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$1325.00, which

they hold in trust. At the beginning of the tenancy the parties conducted a move in inspection and recorded the condition on a Condition Inspection Report form (CIR). At the end of the tenancy solely the landlord conducted an inspection and inspection findings / report as the tenant did not attend either of the 2 condition inspection dates proposed by the landlord, inclusive of a final opportunity provided on the requisite approved form to do so.

The landlord claims the tenant did not pay the rent for May 2015 and provided a copy of a cheque from the tenant for May 2015 rent which was subsequently not honoured due to a stop payment by the tenant. The landlord seeks May 2015 rent in the amount of \$2650.00. The landlord further seeks charges for late payment of rent for May 2015 amounting to \$155.00 comprised of \$5.00 per day for each day of the month, as stipulated in the tenancy agreement.

The landlord claims the tenant caused damage to the rental unit prior to vacating it. The landlord provided evidence they found the unit with multiple holes, dents and scratches throughout the rental unit walls, and a physically broken / damaged baseboard heater unit. In addition the landlord seeks locksmith charges for replacement of mailbox lock and keys as the original keys were not returned by the tenant. The landlord provided the CIR of their inspection and an estimate / quotation totalling \$1575.00 for the above referenced damages. The landlord further claims cleaning costs of \$245.00 which they claim they paid to a cleaning contractor, but for which they did not support with a receipt.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed for damages to the unit and that they are entitled to compensation in the amount of \$1575.00. I find the landlord is owed unpaid rent for the last month of the fixed term tenancy in the amount of \$2650.00. As the landlord has not supported their claim for cleaning charges / costs **I dismiss** this portion of their claim. I further **dismiss** the landlord's claim of accumulative charges for late

payment of rent in the amount of \$5.00 per day x 31 days = \$155.00. *The Residential Tenancy Act Regulation 7(1)(d)* specifically states that a landlord may charge an administrative fee of *not more than* \$25 for late payment of rent. As a result I find that the landlord's term in their tenancy agreement for late payment of rent is unenforceable. The landlord is entitled to recover the \$50.00 filing fee paid for their application. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid Rent for May 2015	2650.00
Total damages to the unit	1575.00
Filing fee for the cost of this application	50.00
<i>Less Security Deposit held by landlord</i>	<i>-1325.00</i>
Total Monetary Award	2950.00

Conclusion

I Order that the landlord retain the security deposit of \$1325.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2950.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: September 29, 2015

Residential Tenancy Branch

