



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on July 23, 2015 to the tenant's P.O. Box address. The landlord obtained a new forwarding address for the tenant from the Ministry (Income Assistance) and served the hearing documents again by registered mail on November 04, 2015. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed on November 04, 2015 as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

The landlord testified that this tenancy started on June 06, 2014 for a fixed term tenancy for six months. A new tenancy agreement was entered into on December 01, 2014 for a month to month tenancy. The tenant vacated the rental unit on December 31, 2014. Rent for this unit was \$500.00 per month.

The landlord testified that the tenant failed to pay all the rent due in December, 2014 when the tenants rent cheque was NSF. The tenant paid some rent but left an unpaid balance of \$28.42. Further to this the tenancy agreement provides for NSF fees and late fees of \$20.00 to be charged for NSF cheques or late rent payments. The landlord seeks to recover fee of \$20.00 for the tenants NSF rent payment for December, 2014.

The landlord testified that the tenant failed to leave the rental unit reasonably clean. The landlord testified that the move out condition inspection reports documents the areas of the unit which are unclean. The landlord referred to her photographic evidence showing the areas of the rental unit in an unclean state. The landlord seeks to recover the cost for the cleaner to come in and clean the unit and remove debris. The landlord has provided an invoice in documentary evidence for this cleaning and seeks to recover \$230.58.

The landlord testified that the tenant or a person permitted on the property by the tenant broke the glass in the front door. A whole corner was broken in the decorative glass panel and the entire panel had to be replaced. The tenant did not inform the landlord

that the glass had been broken. The landlord testified that the move out condition inspection report documents the broken glass and the photographic evidence shows the broken glass door. The landlord has provided an invoice for the replacement glass and the labour to fit the glass. The landlord seeks to recover \$363.78 for the glass and \$89.60 for the labour to fit it.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

With regard to the landlord's claim for unpaid rent; I refer the parties to s. 26 of the Act which states:

26. A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied from the undisputed testimony before me that the tenant failed to pay all the rent due for December, 2014. Consequently the landlord is entitled to recover the rent arrears of **\$28.42**.

With regard to the landlord's claim for NSF fees of \$20.00. Paragraph 7(1)(d) of the *Residential Tenancy Regulations* (the Regulations) provides that a landlord may charge an administration fee not more than \$25 for the return of a tenant's cheque by a financial institution or for late payment of rent;. Pursuant to subsection 7(2) of the Regulations a landlord must not charge the fee described in paragraph (1) (d) or (e) unless the tenancy agreement provides for that fee.

Having reviewed the tenancy agreement provided in documentary evidence I find the agreement does provide for an NSF fee of \$20.00 at clause 36(c) and therefore I find that the landlord is entitled to charge **\$20.00** for the NSF cheque for December, 2014.

With regard to the landlord's claim for cleaning the unit, I am satisfied from the undisputed evidence before me that the tenant did not leave the rental unit reasonably clean pursuant to s. 32(2) of the *Act*. Consequently, the landlord incurred a cost to clean the unit and remove debris left in the unit by the tenant. The landlord has therefore established a claim for **\$230.58**.

With regard to the landlord's claim for damage to the glass in the front door; pursuant to s. 32(3) of the *Act*, the tenant is responsible for any damage caused to the unit and must ensure any damage is repaired at the end of a tenancy. I am satisfied from the evidence before me that the glass in the front door was broken and had to be replaced by the landlord. Consequently, I find the landlord has established a claim to recover the cost to replace the glass and for the labor to fit the new glass of **\$453.38**.

As the landlord's claim has merit I find the landlord is entitled to recover the filing fee of **\$50.00** pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Unpaid rent	28.42
NSF fee	\$20.00
Cleaning and removal of debris	\$230.58
Repair of glass in front door	\$435.38
Filing fee	\$50.00
Total amount due to the landlord	\$764.38

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$764.38**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia 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: January 13, 2016

Residential Tenancy Branch

