



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, MNSD, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, for the cost of cleaning and repairs, for liquidated damages, late fees, nsf fees and the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing by registered mail to the address provided by the tenant. The landlord filed a 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, for the cost of cleaning and repairs, for liquidated damages, late fees, nsf fees and the filing? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2015 for a fixed term of one year ending on January 31, 2016. The monthly rent was \$700.00 payable on the first of each month. Prior to moving in, the tenant paid security and pet deposits in the total amount of \$700.00.

The landlord filed a copy of the tenancy agreement. The tenant agreed to pay late fees (\$25.00) for rent paid after the first of the month, and agreed to pay charges for returned cheques (\$25.00). The tenant also agreed to pay liquidated damages of \$350.00 in the event the tenant ended the tenancy prior to the end date of the fixed term.

The tenant's rent cheque for July 01, 2015 was returned for insufficient funds. The tenant did not pay rent for July and moved out on July 28, 2015.

A move out inspection was conducted on July 28, 2015 and the tenant agreed to cover the cost of general cleaning, carpet cleaning and wall repair. The tenant also provided a forwarding address in writing.

The landlord has filed a ledger showing the amounts owed by the tenant for rent (\$700.00), late fees (\$25.00), nsf charges (\$25.00) and liquidated damages (\$350.00). The landlord also filed invoices to support her claim for general cleaning (\$200.00), carpet cleaning (\$136.50), wall repairs (\$262.50).

Analysis

Based on the landlord's sworn testimony, the documents filed into evidence and in the absence of any contradictory evidence, I accept the landlord's testimony in respect of the claim. I find that the landlord has proven her claim for a total of \$1,699.00. Since the landlord has proven her claim, I award her the recovery of the filing fee of \$50.

I order that the landlord retain the security and pet deposits of \$700.00 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 \$1,049.00. 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 **\$1,049.00**.

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: February 10, 2016

Residential Tenancy Branch

