



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT PARTNERSHIP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) dated January 06, 2016 set for a Review Hearing on this date pursuant to a successful application for Review. The landlord further filed an application January 21, 2016, effectively duplicating the January 06, 2016 application. As a result, both matters were set down for this hearing. In both applications the landlord seeks orders as follows.

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for loss and damage – Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing for the January 21, 2016 application by *registered mail* sent January 29, 2016 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began March 01, 2015. The tenant vacated January 11, 2016. Rent in the amount of \$1325.00 and parking in the amount of \$25.00 was payable in advance on the first day of each month for a total of \$1350.00 payable to the landlord each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in

the amount of \$662.50, which they retain in trust. Both parties participated in the move in inspection.

The tenant provided late / inadequate notice to end for December 31, 2015 and remained in the unit into January 2016. The tenant failed to pay for rent and for parking in the month of December 2015 and for January 2016 rent and parking. At the end of the tenancy the tenant did not participate in the move out inspection with the landlord therefore the landlord conducted the inspection and forwarded the results to the tenant along with their evidence package for this matter. The landlord seeks the unpaid rent to mid-January 2016 as the unit was re-rented January 15, 2016. The landlord also seeks associated administrative fees for late payment of rent and for non-sufficient funds, per the tenancy agreement **10. ARREARS**.

The landlord also seeks compensation for carpet cleaning and general cleaning of the unit at the end of the tenancy. The landlord provided a copy of the move out condition inspection report indicating the rental unit was left unclean with every room inspected marked as "Dirty or Very dirty". The landlord provided document evidence of both expenses incurred by the landlord.

Analysis

Based on the landlord's evidence I find that the tenant has not paid the outstanding rent for December 2015 and is liable for the claimed rent to January 14, 2016. I find that the tenancy agreement states the tenant is responsible for fees of \$25.00 for late rent and for non-sufficient funds. As a result I find the tenant owes these charges as claimed.

I find that the landlord has provided sufficient evidence in support of their claim s for cleaning abnd I grant the landlord these amounts.

The landlord is also entitled to recovery of the \$100.00 filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid Rent: December 2015	\$1,325.00
Late Fee – December 2015	25.00
NSF Fee	25.00
December 2015 Parking	25.00
Unpaid Rent: January 1-14 2016 (\$1325 x 4/31)	598.38
Late fee – January 2016	25.00
January 2016 parking (\$25 x 14/31)	11.29

Carpet Cleaning	130.00
Suite Cleaning	240.00
Filing fee (x1)	100.00
<i>Minus Security Deposit held</i>	<i>-662.50</i>
Total Monetary Order Sought	\$1,842.17

I Order that the landlord retain the security deposit of \$662.50 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1842.17**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord's application in relevant part has been granted.

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 12, 2016

Residential Tenancy Branch