



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent, late fees, cost of cleaning and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Since the tenant moved out on May 19, 2016, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, late fees, cost of cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on May 01, 2014 for a fixed term of one year. According to the tenancy agreement, at the end of the fixed term, the tenancy ended and the tenant was required to move out. When the term ended the parties entered into a verbal agreement to continue the tenancy. The monthly rent was \$1,380.00. Prior to moving in the tenant paid a security deposit of \$690.00.

On April 19, 2016, the parties entered into a mutual agreement to end the tenancy effective May 31, 2016. The tenant moved out on May 19, 2016. The tenant agreed that she had not paid rent for May 2016. The tenant also agreed to cover the cost of general cleaning and carpet cleaning.

The landlord has made a monetary as follows:

1.	Carpet cleaning	\$160.00
2.	General cleaning	\$312.00
3.	Rent for May 2016	\$1,380.00
4.	Late fee	\$25.00
5.	Filing fee	\$100.00
	Total	\$1,977.00

Analysis

The tenant agreed that she owed the landlord for the cost of carpet cleaning and general cleaning and therefore I award the landlord her claim for these items. The tenant stated that she moved out on May 19, 2016 and agreed that she had not paid rent that was due on May 01, 2016. The tenant questioned why she would have to pay for the entire month when she moved out on May 19. Since the tenant occupied the rental unit for most of May and the landlord did not have a tenant for the remainder of May, the tenant is responsible for rent for the entire month. Accordingly I award the landlord \$1,380.00. There is no written agreement requiring the tenant to pay a late fee and therefore I dismiss the landlord's claim for \$25.00 for late fees. Since the landlord has proven her case, I award her the filing fee of \$100.00.

Over all, the landlord has established a claim for a total of \$1,952.00. I order that the landlord retain the security deposit of \$690.00 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 \$1,262.00. 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 for **\$1,262.00**.

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: November 25, 2016