



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

On January 26, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent and damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that the Tenant moved out of the rental unit without providing a forwarding address, so he served the Tenant with the Notice of Hearing at the Tenant's place of work. The Landlord testified that he attended the Tenants place of work on February 24, 2017 and handed the Notice of Hearing directly to the Tenant. The Landlord testified that he had a witness observe service of the Notice; however, he did not provide a statement from the witness.

Based on the Landlord's affirmed testimony, I find that the Tenant was served with the Notice of Hearing in accordance with section 89 of the Act.

At the start of the hearing the Landlord provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for unpaid rent?
- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to keep the security deposit
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy commenced on January 31, 2016. The Tenant was to pay the Landlord monthly rent in the amount of \$1,100.00. The Tenant paid the Landlord a security deposit of \$550.00. The Landlord provided a copy of the tenancy agreement. The tenancy agreement contains a term that allows the Landlord to charge a late rent payment fee of \$25.00 per infraction.

The Landlord testified that he issued the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent. When the Tenant moved out on January 12, 2017, the unit required extensive cleaning.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for the months of December 2016, and January 2017.

The Landlord is requesting compensation for the following items:

Rent for December 2016 and January 2017	\$2,200.00
Cleaning	\$300.00
Toaster oven	\$50 -\$70
Light fixture	\$250.00
Late Fees	\$300.00

Rent

The Landlord testified that the Tenant failed to pay the rent due under the tenancy agreement for December 2016, and January 2017.

Cleaning

The Landlord testified that the Tenant moved out of the rental unit and left it dirty and full of rubbish. The Landlord testified that it took many hours to clean the floors, windows, walls and bathroom of the rental unit. The Landlord testified that he had to dispose of rubbish that the Tenant left behind. The Landlord is seeking \$300.00 for the cost of cleaning the unit and removal of the rubbish.

Toaster oven

The Landlord testified that the Tenant took a toaster oven that belongs to the Landlord. The Landlord is seeking \$50.00 -\$70.00 for the replacement cost of the oven. The Landlord has not purchased a replacement oven, and has not provided any documentation identifying the cost of a replacement oven.

Light Fixture

The Landlord testified that the Tenant damaged a light fixture and the fixture needs to be replaced at a cost of \$250.00. The Landlord did not provide any evidence of damage and the Landlord has not purchased a replacement light fixture. There is no evidence identifying the cost of a replacement light fixture.

Late fees

The Landlord testified that the Tenant was always late paying the rent. The Landlord is claiming the late rent payment fee of \$25.00 for 12 months. The Landlord provided documentary evidence of banking records that indicate the Tenant paid the rent late on six occasions.

Security Deposit

The Landlord testified that the Tenant has not provided a forwarding address. The Landlord is seeking to retain the security deposit of \$550.00 in partial satisfaction of the unpaid rent.

Analysis

The Landlord is seeking compensation for a couple of items that he states were damaged, or stolen; however, the Landlord did not provide evidence to identify the specific monetary amount to replace these items.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

Rent

I award the Landlord \$2,200.00 for rent that was due under the tenancy agreement but was not paid for the months of December 2016, and January 2017.

Cleaning

I accept the Landlord's affirmed testimony that the rental unit was left dirty and the Landlord had to clean the rental unit. I award the Landlord \$300.00 for the cost of cleaning.

Toaster oven

I dismiss the Landlord's claim for the replacement cost of a toaster oven. There is no evidence before me to establish the loss, the value of the loss, or the replacement cost.

Light Fixture

I dismiss the Landlords claim for the replacement cost of the light fixture. There is no evidence before me to establish there has been damage or the value of the damage or loss.

Late fees

I accept the Landlords evidence that the Tenant was late paying the rent on six occasions. The tenancy agreement indicates the Tenant must pay the rent by the first of the month. I award the Landlord \$150.00 for late payment fees.

I order that the Landlord can retain the security deposit of \$550.00 in partial satisfaction of his claims.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was mostly successful with his application, I order the Tenant to repay the \$100.00 of the fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$2,750.00. After setting off the security deposit of \$550.00, the Landlord is entitled to a monetary order in the amount of \$2,200.00.

I grant the Landlord a monetary order in the amount of \$2,200.00. The order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Tenant failed to attend the hearing. The Landlord established a monetary claim in the amount of \$2,750.00. The Landlord can keep the security deposit of \$550.00 in partial satisfaction of the claim.

I grant the Landlord a monetary order in the amount of \$2,200.00.

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: March 23, 2017

Residential Tenancy Branch