



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNDC MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated December 1, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by C.F. The Tenant M.A. attended the hearing on behalf of both Tenants. Both C.F. and M.A. provided affirmed testimony.

On behalf of the Landlord, C.F. testified the Tenants were served with the Application package by registered mail on December 5, 2016. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find that the Landlord's Application package is deemed to have been received by the Tenants on December 10, 2016.

C.F. also testified the Landlord served the Tenant with additional evidence consisting of 11 colour photographs by registered mail on December 15, 2016. The Tenant did not dispute service. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find that the Landlord's additional documentary evidence is deemed to have been received by the Tenants on December 20, 2016.

According to M.A., the Tenants served documentary evidence in response to the Landlord's Application, in person. According to C.F., it was received at head office, then

forwarded to her attention. C.F. received it on May 13, 2017. Although the dates of service and receipt are uncertain, I find the Tenants' documentary evidence package is sufficiently served for the purposes of the *Act*, pursuant to section 71 of the *Act*.

The parties were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
3. Is the Landlord entitled to a monetary order allowing the Landlord to keep all or part of the security deposit or pet damage deposit?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlord submitted into evidence a copy of the tenancy agreement between the parties. It confirms the tenancy began on March 1, 2014, and ended when the Tenants vacated the rental unit on or about November 30, 2016. The parties agreed that rent in the amount of \$1,157.63 per month was due at the end of the tenancy. The Tenants paid a security deposit of \$562.50, which the Landlord holds.

The Landlord applied to recover \$403.20 to replace blinds in the rental unit. According to C.F., the damage was caused by the Tenants. In support, the Landlord submitted a copy of the Condition Inspection Report. The move-in condition inspection was conducted on February 27, 2014. No notes were made concerning the condition of the blinds. The move-out condition inspection was completed on November 30, 2016. It indicated that blinds were damaged in each of the patio and three bedrooms. Also in support of this aspect of the claim, the Landlord submitted receipt, dated November 22, 2016, confirming the amount paid to replace the blinds.

In reply, M.A. stated there were numerous requests to the Landlord to repair blinds, deal with a rodent, and to make other repairs. Copies of text messages were submitted by the Tenants in support.

The Landlord also applied to recover a \$25.00 late fee. According to C.F., the Tenant was late paying rent in October 2014. I was referred to clause 7 of the tenancy agreement which provides for payment of a late fee. In addition, the Landlord submitted into evidence a copy of the Resident Leger Summary Report confirming the charge incurred in October 2014.

In reply, M.A. testified that rent was paid as soon as possible after being advised that payment had not been made on time. In addition, M.A. testified she did not know about this late fee and suggested she should have been advised of it earlier.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, Regulation or a tenancy agreement, section 67 of the *Act* empowers an arbitrator to determine the amount of, and order a party to pay, compensation to the other party.

With respect to the Landlord's claim for \$403.20 to replace damaged blinds, I find the Landlord is entitled to recover this amount. Although the Tenant disagreed with the Condition Inspection Report, I find that it accurately reflect the condition of the rental unit – specifically the blinds – at the end of the tenancy. The Condition Inspection Report was also supported by photographs depicting the damage to the blinds, and the receipt.

With respect to the Landlord's claim to recover a \$25.00 late payment fee, I find the Landlord is entitled to this amount. Section 7 of the Residential Tenancy Regulation permits a landlord to collect an administration fee that is provided for in the tenancy agreement. In this case, the tenancy agreement includes a clause which provides for payment of a \$25.00 fee for the late payment of rent.

Having been successful, I find the Landlord is also entitled to recover the filing fee paid to make the Application. In addition, I order that the Landlord is permitted to retain a portion of the security deposit in satisfaction of the claim. As the amount of the security

deposit is greater than the amount awarded to the Landlord, and pursuant to section 67 of the *Act*, I find the Tenants are entitled to a monetary order in the amount of \$34.30, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Blinds:	\$403.20
Late payment fee:	\$25.00
Filing fee:	\$100.00
LESS security deposit:	(\$562.50)
<b>TOTAL:</b>	<b>(\$34.30)</b>

### Conclusion

The Tenants are granted a monetary order in the amount of \$34.30. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 2, 2017

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Residential Tenancy Branch