



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenants, authority to retain the security deposit and to recover the filing fee.

The hearing was conducted by teleconference on August 22, 2017 at 3:00 p.m. Only the Landlord's representative, T.V., and the Tenant, B.S. called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

T.V. testified that she served the Tenants with the Notice of Hearing and the Application for Dispute Resolution on March 27, 2017 by registered mail. A copy of the registered mail tracking numbers for the Tenants J.C. and M.M. are provided on the unpublished cover page of this my Decision.

Residential Tenancy Policy Guideline 12—Service Provisions provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to section 90 of the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenant's J.C. and M.M. were duly served as of April 1, 2017 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the parties' submissions and or arguments are reproduced here; further, 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 monetary compensation from the Tenants?
2. What should happen with the Tenants' security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

Introduced in evidence was a copy of the Lease Agreement confirming that this one year fixed term tenancy began December 1, 2016. Monthly rent was payable in the amount of \$1,800.00 and the Tenants paid a \$900.00 security deposit.

Pursuant to clause 3.1 the parties agreed that the Tenants would pay liquidated damages in the amount of \$900.00 in the event they ended the tenancy before the end of the original term of the lease.

The Tenants moved out of the rental unit on March 10, 2017. Accordingly the Landlord sought the sum of \$900.00 as payment of the liquidated damages.

T.V. confirmed that the rental unit was re-rented as of April 1, 2017. She also stated that the Tenants failed to pay rent for March 2017 as their pre-authorized payment was returned N.S.F.; as such the Landlord sought recovery of the \$1,800.00 rent in addition to \$25.00 in late fees and \$25.00 in N.S.F. fees.

The Landlord also sought the sum of \$301.88 for carpet cleaning in the cleaning. T.V. noted that clause 2.4 of the residential tenancy agreement required carpets to be cleaned at the end of the tenancy. She further submitted that the move out condition inspection report confirmed the carpets required cleaning at the end of the tenancy (a copy of the move in and move out report was provided in evidence).

In response to the Landlord's claims, the Tenant B.S., testified as follows:

She confirmed that she left the rental unit on February 27, 2017 because she was in an abusive relationship with one of the other Tenants. She further stated that the rent cheque bounced from M.M.'s account, not her account.

The Tenant stated that she does not dispute the amounts claimed by the Landlord, but that "money wise" she feels they should all be responsible for 1/3 of the amount claimed by the Landlord.

Analysis

The Tenant stated that she did not dispute the amounts claimed by the Landlord.

Based on the evidence before me, the clear terms of the tenancy agreement and the testimony of the parties, I find the Landlord is entitled to the amounts claimed. I find that the Tenants failed to pay the rent for March 2017, and incurred N.S.F. and late fees for this month.

The tenancy agreement provided that \$900.00 in liquidated damages were payable in the event the Tenants ended the tenancy before the fixed one year term; as the Tenants vacated early those liquidated damages are payable. Again, this claim was not disputed by the Tenant. I therefore award the Landlord the amount claimed.

Further, I accept the Landlord's evidence that the carpets required cleaning, due to the condition they were left in by the Tenants, as well as the requirement in the tenancy agreement that they be cleaned at the end of the tenancy. Again, this claim was not disputed by the Tenant. I therefore award the Landlord the amount claimed.

Conclusion

The Landlord is entitled to compensation in the amount of \$3,151.88 representing compensation for unpaid rent, payment of the liquidated damages as set out in the tenancy agreement, payment of the N.S.F. and late fee, the cost to clean the carpets and recovery of the filing fee.

Pursuant to sections 38, 67 and 72 of the *Act*, I authorize the Landlord to retain the Tenants' \$900 security deposit towards the amounts ordered. The Landlord is awarded a Monetary Order for the balance due in the amount of **\$2,251.88**. The Landlord must serve the Monetary Order on the Tenants and may file and enforce the Order in the B.C. Provincial Court.

The Tenant was reminded that as she signed the tenancy agreement jointly with the other two Tenants, they are each jointly and severally liable for the debt owing to the Landlord.

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: August 22, 2017

Residential Tenancy Branch