



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORNERSTONE PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order against the tenant for unpaid rent, a late fee, and cleaning charges. The tenant did not appear at the hearing. The landlord provided a registered mail receipt, including tracking number, to show the hearing package was sent to the tenant via registered mail on July 27, 2017. The address for service was the tenant's forwarding address that had been provided by the tenant on his notice to end tenancy. I was satisfied the landlord duly served the tenant with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

During the hearing, a typographical error was noted in the details of dispute. The landlord requested the claim be amended to reflect a security deposit of \$400.00 rather than \$375.00 that appears in the details of dispute. As the request for amendment is beneficial to the tenant and I have amended the application accordingly.

Issue(s) to be Decided

1. Is the landlord entitled to compensation from the tenant in the amounts claimed?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The tenancy started on March 1, 2011 and the landlord collected a security deposit of \$400.00. The tenancy was set for a fixed term of one year and the tenancy continued on a month to month basis thereafter. The tenant was required to pay rent on the first day of every month. When the tenancy started the monthly rent was set at \$800.00 and it was subsequently increased periodically with Notices of Rent Increase. The monthly rent was \$861.00 at the end of the tenancy.

The tenant did not pay rent for July 2017. On July 4, 2017 the landlord received a notice to end tenancy from the tenant indicating he was moving out in July 2017. A move-out inspection was performed on July 10, 2017 and the landlord determined additional cleaning was required. The rental unit was cleaned on July 10, 2017. The rental unit was re-rented effective August 1, 2017.

By way of this application, the landlord seeks to recover unpaid rent of \$861.00 for July 2017; a late fee of \$25.00 for the month of July 2017; and, cleaning charges of \$250.00.

Documentary evidence included a copy of the tenancy agreement; Notices of Rent Increase; the tenant's notice to end tenancy; condition inspection reports; and, the cleaning invoice.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due under their tenancy agreement until the tenancy ends, unless the tenant has a legal right to withhold rent. I accept the unopposed evidence that the tenant was required to pay rent of \$861.00 on the first day of every month.

Where a tenant seeks to end a periodic tenancy, the tenant is required to give the landlord at least one full month of advance written notice. In this case, the tenant gave the landlord notice to end tenancy in July 2017 which is insufficient to end his obligation to pay rent for July 2017. I also accept the landlord's unopposed evidence that the rental unit was re-rented starting August 1, 2017. Therefore, I grant the landlord's request to recover unpaid rent of \$861.00 from the tenant.

Upon review of section 10 of the tenancy agreement, I find the parties agreed that the landlord may charge a late fee of \$25.00 if the tenant is late paying rent. For the reasons provided above, I have already found the tenant had an obligation to pay rent for July 2017 and he failed to do so on or before July 1, 2017. Therefore, I grant the landlord's request to charge the tenant a late fee of \$25.00 for July 2017.

Upon review of the cleaning invoice and the move-out inspection report, I accept the unopposed evidence that the tenant did not leave the rental unit reasonably clean as he is required to do under section 37 of the Act. Therefore, I grant the landlord's request for cleaning costs of \$250.00.

Since the landlord was successful in this application, I further award the landlord recovery of the \$100.00 filing fee paid for this application.

I authorize the landlord to retain the tenant's \$400.00 security deposit in partial satisfaction of the amounts awarded to the landlord with this decision.

In light of the above, the landlord is provided a Monetary Order in the amount calculated below:

| | |
|-------------------------|-----------------|
| Unpaid Rent – July 2017 | \$861.00 |
| Late fee – July 2017 | 25.00 |
| Cleaning charges | 250.00 |
| Filing fee | 100.00 |
| Less: security deposit | <u>(400.00)</u> |
| Monetary Order | \$836.00 |

Conclusion

The landlord is authorized to retain the tenant's security deposit and is provided a Monetary Order for the balance of \$836.00 to serve and enforce upon the tenant.

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: January 16, 2018

Residential Tenancy Branch