



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VILLA EVE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

On June 22, 2018, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for unpaid rent and late fee pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking a Monetary Order for cleaning and carpet cleaning pursuant to Section 67 of the *Residential Tenancy Act*, seeking a Monetary Order for junk removal pursuant to Section 67 of the *Residential Tenancy Act*, seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

T.P. attended the hearing as an agent for the Landlord; however, the Tenants did not attend the hearing. T.P. provided a solemn affirmation.

T.P. advised that she served each Tenant a Notice of Hearing package and evidence by registered mail on June 22, 2018 (the registered mail tracking numbers are on the first page of this decision). In accordance with Sections 89 and 90 of the *Act*, and based on this undisputed testimony, I am satisfied that the Tenants were served the Landlord’s Notice of Hearing package and evidence.

T.P. was given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Landlord entitled to a Monetary Order for cleaning?
- Is the Landlord entitled to a Monetary Order for carpet cleaning?
- Is the Landlord entitled to a Monetary Order for junk removal?

- Is the Landlord entitled to apply the security deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

T.P. stated that the tenancy started on May 15, 2017 and advised that the Tenants vacated the rental unit on April 13, 2018. Rent was established at \$1,100.00 per month, due on the first day of each month. A security deposit of \$550.00 was also paid.

T.P. submitted that the Tenants had not paid April 2018 rent so a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") was served to the Tenants on April 6, 2018 by posting to the Tenants' door. The Notice indicated that \$1,100.00 was outstanding on April 1, 2018 and the effective end date of the Notice was April 16, 2018. She advised that the Tenants vacated the rental unit on April 13, 2018.

T.P. advised that move-in and move-out inspection reports were conducted by both parties, that the move-out inspection took place on April 13, 2018, and that deficiencies were noted in the report. T.P. referred to the report that was submitted into evidence and stated that on the bottom of the move-out inspection report she listed the unpaid rent and late fee outstanding as \$1,125.00, she estimated the cleaning to take 18 hours and to cost \$234.00, and that the carpet cleaning is a standard \$90.00 fee. She advised that the Tenants signed the move-out inspection report, agreeing that the security deposit can be used to put towards these debts. She stated that she noted the cost of junk removal of \$108.50 afterwards when she had that total finalized. She submitted that the Tenants wrote their forwarding address on the move-out inspection report on April 13, 2018.

T.P. stated that the Landlord was seeking a monetary award in the amount of **\$1,100.00** for April 2018 rent arrears and **\$25.00** for the late payment of rent for a total of **\$1,125.00**.

In addition, T.P. stated that the Landlord was seeking a monetary award in the amount of **\$234.00** for cleaning of the rental unit. She stated that the extent of the cleaning was estimated to take 18 hours and that she had another tenant complete the cleaning at a cost of \$13.00 per hour. She advised that she usually charges \$25.00 per hour for cleaning but she charged this reduced amount as a break to the Tenants as they were students.

T.P. stated that the Landlord was also seeking a monetary award in the amount of **\$90.00** for carpet cleaning as this was the standard cost to shampoo the carpets.

T.P. stated that the Landlord was seeking a monetary award in the amount of **\$108.50** for the removal and disposal of three couches and a mattress. She advised that the Tenants were aware that they left this property behind.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with section 38(1), then the Landlord may not make a claim against the deposit, and the Landlord must pay double the deposit to the Tenant, pursuant to section 38(6) of the *Act*.

However, the undisputed evidence is that the forwarding address in writing was provided on April 13, 2018 and that the Landlord had the Tenants' written consent to keep the security deposit. As such, I am satisfied that the Landlord complied with the requirements of the *Act* and was entitled to keep the security deposit.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Based on the undisputed evidence before me, I am satisfied by T.P.'s testimony and evidentiary submissions that they have established a claim for a monetary award amounting to **\$1,125.00** for April 2018 rent arrears and late fee. Furthermore, I am satisfied by her undisputed testimony that she has established a claim for a monetary award amounting to **\$234.00**, **\$90.00**, and **\$108.50** for cleaning, carpet cleaning, and junk removal and disposal.

As T.P. was successful in her claims, I find that the Landlord is entitled to the \$100.00 filing fee paid for this application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain the security deposit in partial satisfaction of the debts outstanding.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

April 2018 rent and late fee	\$1,125.00
Cleaning	\$234.00

Carpet cleaning	\$90.00
Junk removal	\$108.50
Recovery of filing fee	\$100.00
Security deposit	-\$550.00
TOTAL MONETARY AWARD	\$1,107.50

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$1,107.50** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: September 14, 2018

Residential Tenancy Branch