



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOW TIDE PROPERTIES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FFL

Introduction

On October 2, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for unpaid rent; 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 was served the Notice of Dispute Resolution Proceeding by registered mail sent on October 9, 2018. The Landlord testified that the registered mail was sent to the address that the Tenant provided as her forwarding address. The Landlord testified that she checked the delivery status of the registered mail and it showed as being delivered. The Landlord provided the registered mail tracking information as proof of service.

I find that in accordance with sections 89 and 90 of the Act, the Tenant is deemed served with the Notice of Dispute Resolution Proceeding and evidence on October 14, 2018, the fifth day after it was mailed. The Tenant failed to attend the hearing to respond to the Landlord’s claims.

The Landlord provided affirmed testimony and was provided the opportunity to present their 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 damage to the unit?
- Is the Landlord entitled to compensation for unpaid rent?
- 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 began on July 1, 2017, as a one year fixed term tenancy that continued thereafter on a month to month basis. The Tenant was to pay the Landlord monthly rent in the amount of \$2,680.00. The Tenant paid the Landlord a security deposit of \$1,290.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant moved out of the rental unit on September 10, 2018.

The Landlord is requesting compensation for the following items:

Floor Cleaning	\$300.00
Painting	\$600.00
Damage	\$125.00
Mailbox Key	\$60.00
Key Fob	\$90.00
Rubbish removal	\$300.00
Unpaid Rent and Late fees	\$3,697.00

Floor Cleaning

The Landlord testified that the Tenant left the rental unit dirty at the end of the tenancy. The Landlord's maintenance person testified that the floor was left dirty. He testified that he swept, mopped, and waxed the Livingroom and bedroom floors. The Landlord is seeking \$300.00 for the labour cost to clean the floors.

Painting

The Landlord testified that the Tenant is responsible for some holes left in the walls. The Landlord testified that the Tenant used an improper compound to fill the holes and did not sand the fill. The Landlord is seeking \$600.00 for the cost of materials and

labour to remove the fill and replace it with the proper compound and to sand, and prime paint the walls.

Damage

The Landlord testified that during the tenancy the Tenant removed a light fixture and installed her own fixture. At the end of the tenancy the Tenant did not reinstall the original fixture. The Landlord had to reinstall the original fixture. The Landlord testified that the drywall around the ceiling fixture box was damaged by the Tenant and needed to be repaired before the original fixture could be reinstalled. The Landlord's maintenance person testified that it took him 5 hours to repair the ceiling area and install the fixture. The Landlord is seeking \$125.00.

Mailbox Key

The Landlord testified that the Tenant failed to return the mail key at the end of the tenancy. The Landlord's property maintenance person drilled out the lock and replaced the lock. The Landlord is claiming \$60.00 for the replacement cost of the lock.

Key Fob

The Landlord is seeking compensation in the amount of \$90.00 for the replacement cost of two door key fobs. The Landlord testified that the Tenant failed to return the key fobs at the end of the tenancy. The Landlord has extra key fobs on hand and testified that \$90.00 would be the replacement cost.

Rubbish Removal

The Landlord testified that the Tenant left a large amount of rubbish and belongings in the rental unit. The Landlord's maintenance person testified that he removed approximately 12 boxes of personal items and rubbish. The Landlord is seeking compensation for the time and effort it took to pack up the items and remove them from the unit.

The Landlord referred to photographic evidence that was provided showing the condition and state of repair of the unit at the end of the tenancy.

Unpaid Rent and Late Fees

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for the month of August 2018. The Landlord testified that the rent cheque for August 2018 was returned to the Landlord due to non-sufficient funds ("NSF").

The Landlord testified that the Tenant continued to live in the rental unit until September 10, 2018. The Landlord is seeking compensation of pro-rated rent for the 10 days of September 2018.

The Landlord is also seeking to charge a \$25.00 late fee for August 2018, rent and a \$32.00 NSF fee for the returned August rent cheque.

Parking Fees

The Landlord is seeking the amount of \$50.00 for August 2018 parking fees and a pro-rated parking fee for ten days of September 2018. The Landlord testified that the Tenant continued to use the parking spot until September 10, 2018.

Analysis

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

Section 26 of the Act provides that a Tenant must pay rent when it is due under the tenancy agreement, whether or not the Landlord complies with this Act, the regulations or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

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

I find that the Tenant is deemed served with the Notice of Dispute Resolution Proceeding and failed to attend the hearing. The Landlord's claims are unopposed.

Floor Cleaning

I find that the Tenant left the floors of the rental unit unclean and the Tenant is responsible to pay the Landlord's costs to clean the floors.

I award the Landlord the amount of \$300.00.

Painting

I find that the Tenant failed to properly repair holes in the walls and the Tenant is responsible to pay the Landlord's costs to repair the walls.

I award the Landlord the amount of \$600.00.

Damage

I find that the Tenant damaged the ceiling area and the Tenant is responsible to pay the Landlord's costs to repair the damage and reinstall a light fixture.

I award the Landlord the amount of \$125.00.

Mailbox Key

I find that the Tenant failed to return the mailbox key at the end of the tenancy and the Tenant is responsible to pay the Landlords costs to replace the lock.

I award the Landlord the amount of \$60.00.

Key Fobs

I find that the Tenant failed to return the two door key fobs at the end of the tenancy and the Tenant is responsible to pay the Landlords replacement costs. The Landlord had spare fobs on hand and did not pay for replacement fobs; however, I find that the Tenant is still responsible for the replacement cost and I find that \$90.00 is a reasonable amount for the cost to replace two fobs.

I award the Landlord the amount of \$90.00.

Rubbish Removal

I find that the Tenant left possessions and rubbish in the rental unit and the Tenant is responsible to pay the Landlord's labour costs to pack up the items and remove them from the unit.

I award the Landlord the amount of \$300.00.

Unpaid Rent and Late Fees

I find that the Tenant failed to pay the rent owing under the tenancy agreement for the month of August 2018. I also find that Tenant occupied the rental unit for ten days into September 2018, and owes the Landlord prorated rent for these days.

I award the Landlord the amount of \$2,680.00 for August 2018, rent and \$893.00 for September 2018, rent.

I find that the Tenant owes the Landlord \$50.00 for parking for the month of August 2018, and \$16.66 for 10 days of September 2018.

With respect to the Landlord's claim for a late rent fee, the Residential Tenancy Regulation provides that a Landlord can charge a fee of not more than \$25.00 if the tenancy agreement provides for the fee. I find that the tenancy agreement does not contain a term that the Tenant agreed to pay a late rent fee. The Landlord's claim for a \$25.00 late rent fee is dismissed.

With respect to the Landlords claim for the NSF fee, the Residential Tenancy Regulation permits a Landlord to charge a service fee charged by a financial institution. The Landlord provided a copy of the returned cheque. I grant the Landlord the amount of \$32.00 for the NSF fee.

Security Deposit

The Landlord testified that they received the Tenant's forwarding address on September 21, 2018. The Landlord Applied for dispute resolution making a claim against the security deposit on October 2, 2018.

I authorize the Landlord to keep the security deposit of \$1,290.00 in partial satisfaction of the Landlord's awards.

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 successful with the application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$5,196.66. After setting off the security deposit of \$1,290.00 against the award of \$5,196.66, I grant the Landlord a monetary order for the balance of \$3,906.66. For enforcement, the order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Tenant is deemed served with the Notice of Dispute Resolution and failed to attend the hearing to respond to the Landlord's claims.

The Landlord was successful with claims for compensation for unpaid rent, cleaning costs and damage.

I authorize the Landlord to keep the security deposit of \$1,290.00 in partial satisfaction of the Landlord's claims.

I grant the Landlord a monetary order in the amount of \$3,906.66.

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 30, 2019

Residential Tenancy Branch