



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOLLD REAL ESTATE MANAGEMENT  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MND MNR MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on December 20, 2018 (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; and
- a monetary order for unpaid rent;
- an order that the Landlord be permitted to apply the security deposit held to any monetary award granted; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by R.F., an agent. The Tenant attended the hearing on her own behalf. Both R.F. and the Tenant provided affirmed testimony.

The Landlord testified that the Application package and a subsequent evidence package were served on the Tenant by registered mail on December 25, 2018, and March 14, 2019, respectively. The Tenant acknowledged receipt of both packages.

The Tenant testified that a documentary evidence package was served on the Landlord by registered mail on March 27, 2019. R.F. acknowledged receipt on behalf of the Landlord.

No issues were raised during the hearing with respect to service or receipt of the above documents. The parties were represented or were in attendance at the hearing and were prepared to proceed. Therefore, pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were provided with a full 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 and to which I was referred. 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 rental unit?
2. Is the Landlord entitled to a monetary order for unpaid rent?
3. Is the Landlord entitled to retain the security deposit held in partial satisfaction of the claim?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

#### Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on September 1, 2016. The Tenant testified the tenancy ended when she vacated the rental unit on December 1, 2018. During the tenancy, rent was due in the amount of \$1,456.00 per month. The Tenant paid a security deposit of \$700.00, which the Landlord holds.

The Landlord's claim is set out in a Monetary Order Worksheet, dated March 1, 2019, which reduced the total amount being sought by the Landlord. First, the Landlord claimed \$56.00 for rent that remained outstanding from October 2018. In response, the Tenant stated she agreed with this aspect of the claim and testified she must have made a mistake when making the payment.

Second, the Landlord claimed \$50.00 for NSF charges incurred for rent payments made in September and October 2018. Paragraph 12 of the tenancy agreement submitted into evidence provides for a \$25.00 fee for late payments, and for returned and non-sufficient fund (NSF) cheques. In response, the Tenant testified she agreed with this aspect of the claim.

Third, the Landlord claimed \$1,456.00 for outstanding rent for November 2018. In response, the Tenant agreed rent was not paid for November 2018. She testified that it was withheld because the Landlord did not respond to a notice to end the tenancy that was provided to the Landlord in October 2018.

Fourth, the Landlord claimed \$25.00 as a late payment charge because rent was not paid in November 2018, as provided for in the tenancy agreement. In response, the Tenant agreed with this aspect of the claim.

Fifth, the Landlord claimed \$102.90 for cleaning required at the end of the tenancy. In support, the Landlord relied on a signed move-in condition inspection report, completed on September 1, 2016, and a signed move-out condition inspection report, completed on December 11, 2018. The Landlord also submitted a receipt for the amount claimed.

In response, the Tenant testified she moved into the rental unit early and found cat litter and hair in the unit. By the time the move-in condition inspection occurred on September 1, 2016, she had already cleaned it. On behalf of the Landlord, R.F. denied any knowledge of the Tenant moving in early, or that the condition of the rental unit was as stated by the Tenant.

Finally, the Landlord sought to recover the \$100.00 filing fee paid to make the Application, and requested that he be permitted to retain the security deposit in partial satisfaction of the claim.

### Analysis

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

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

With respect to the first 4 items listed on the Monetary Order Worksheet, summarized above, the Tenant agreed with the amounts claimed. Therefore, I grant the Landlord a monetary award of \$1,587.00 for these items.

With respect to the Landlord's claim for \$102.90 for losses incurred to clean the rental unit at the end of the tenancy, I find there is sufficient evidence to grant the relief sought. The condition inspection reports were signed by the Tenant, and the notations made in the move-in condition inspection report do not reference the presence of cat litter and hair at the beginning of the tenancy.

Further, Policy Guideline #1 confirms that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit, and is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. In this case, I find the cleaning was a reasonable and necessary expense, and should be borne by the Tenant. Therefore, I grant the Landlord a monetary award of \$102.90.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I order that the security deposit held be applied to the Landlord's monetary award in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$1,089.90, which has been calculated as follows:

| <b>Claim</b>                               | <b>Amount</b>     |
|--|-------------------|
| Unpaid rent (October 2018):                | \$56.00           |
| Late/NSF charges (September/October 2018): | \$50.00           |
| Unpaid rent (November 2018):               | \$1,456.00        |
| Late/NSF charges (November 2018):          | \$25.00           |
| Cleaning cost:                             | \$102.90          |
| Filing fee:                                | \$100.00          |
| <i>LESS</i> security deposit:              | (\$700.00)        |
| <b>TOTAL:</b>                              | <b>\$1,089.90</b> |

### Conclusion

The Landlord is granted a monetary order in the amount of \$1,089.90. The 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: April 5, 2019

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Residential Tenancy Branch