



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that she personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on January 15, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for unpaid rent; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord stated that this tenancy began on January 01, 2007; that the Tenant vacated the rental unit on December 31, 2008; that the Tenant was required to pay monthly rent of \$575.17 on the first day of each month; and that the Tenant paid a security deposit of \$280.00 on December 20, 2006.

The Landlord submitted a copy of the tenancy agreement, which shows that the Tenant agreed to pay \$25.00 when she is late paying her rent. The Landlord stated that the Tenant did not pay any rent for December of 2008, and she is seeking \$575.17 in unpaid rent and \$25.00 in compensation for not paying rent when it was due on December 01, 2008.

The Landlord is seeking compensation, in the amount of \$40.00, for cleaning the carpet. The Agent for the Landlord stated that the carpet was stained at the end of the tenancy, likely from the Tenant's plants. The Landlord did not submit a copy of the receipt for the carpet cleaning.

The Landlord is seeking compensation, in the amount of \$40.00, for the cost of re-keying the locks to the rental unit. She stated that this expense was incurred because the Tenant did not return the keys to the rental unit at the end of the tenancy. She did not submit a copy of a receipt for the cost of re-keying the locks.

The Landlord is seeking compensation, in the amount of \$60.00, for repainting the cupboards in the kitchen. The Agent for the Landlord stated that the cupboards need to be repainted because they were painted bright red by the Tenant. The Landlord stated that the cupboards have not yet been repainted and she simply estimated the cost of the repair.

Analysis

In the absence of evidence to the contrary, I find that the Tenant was required to pay monthly rent of \$575.17 and that she failed to pay the rent that was due for December of 2008. I therefore find that the Tenant owes the landlord \$575.17 for rent for December.

The evidence shows that the Tenant agreed to pay a late payment fee of \$25.00 in the tenancy agreement, as is required by section 7 of the Residential Tenancy Regulation. In the absence of evidence to the contrary, I find that the Tenant did not pay her rent on time for December of 2008. I therefore find that the Landlord is entitled to a late fee of \$25.00 for the month of December.

In the absence of evidence to the contrary, I find that the Tenant did not properly clean the carpet at the end of the tenancy. As the Tenant failed to comply with section 37(2)(a) of the *Act* when she failed to leave the rental unit reasonably clean at the end of the tenancy, I find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. Although the Landlord did not submit a receipt for the carpet cleaning, I find \$40.00 to be reasonable compensation for cleaning a carpet, and I award the Landlord that amount.

In the absence of evidence to the contrary, I find that the Tenant did not return the keys to the rental unit at the end of the tenancy. As the Tenant failed to comply with section 37(2)(b) of the *Act* when she failed to return the keys, I find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. Although the Landlord did not submit a receipt for re-keying the locks, I find \$40.00

to be reasonable compensation for re-keying the locks, and I award the Landlord that amount.

In the absence of evidence to the contrary, I find that the Tenant painted the kitchen cupboards bright red during her tenancy, which the Landlord wishes returned to their original colour. As the Tenant failed to comply with section 37(2)(a) of the *Act* when she failed to repair damages done to the rental unit during her tenancy, I find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. As the Landlord failed to submit a receipt or other written estimate that establishes the cost of repairing the damage to the cupboards, I find that the Landlord has submitted insufficient evidence to support her estimate that it will cost \$60.00 to repaint the cupboards. Without the benefit of photographs or other documentary evidence that establish the nature and extent of the damages to the cupboards, I am unable to conclude that the \$60.00 estimate provided by the Tenant is reasonable. On this basis, I dismiss the Landlord's claim for compensation for damages to the rental unit.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$730.17, which is comprised on \$575.17 in unpaid rent, \$25.00 in late fees, \$80.00 for damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retain the security deposit plus interest, in the amount of \$288.51, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$441.66. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: March 3, 2009