



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes:

MNSD, MNR, MND, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for cleaning costs, late fees and the filing fee. The landlord applied to retain a portion of the security deposit in satisfaction of his claim.

Service of the hearing document, by the landlord to the tenant, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on May 19, 2009. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning costs, late fees and for the filing fee? Is the landlord entitled to retain a portion of the security deposit in satisfaction of this claim?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2008. Prior to moving in, the tenant paid a security deposit of \$1,200.00. The monthly rent was \$2,400.00 payable on the first day of each month. The tenant moved out on April 30, 2009.

A clause in the tenancy agreement states that late payments of rent are subject to a charge of \$20.00. The landlord filed a statement of accounts to indicate that in January 2009, the tenant was late paying rent and incurred a late charge of \$20.00. The tenant did not pay this charge and still owed the landlord \$20.00 at the end of the tenancy.

A move out inspection was conducted on April 30, 2009 and the report was signed by the tenant. The tenant agreed to pay \$420.00 for the cleaning of carpets, drapes,

windows and general cleaning. The only item disputed by the tenant was \$20.00 for a late fee that was charged to the tenant in January 2009.

The landlord testified that he is currently holding \$1,287.94 which consists of the security deposit and accrued interest and has filed a financial statement to confirm the amount that he is holding. The landlord has applied to retain a total of \$490.00 which includes cleaning costs (\$420.00), late fee (\$20.00) and the filing fee (\$50.00).

Analysis

Based on the undisputed testimony of the landlord, and in the absence of any contradictory evidence from the tenant, I find that the tenant owes the landlord a late fee of \$20.00. The tenant has agreed to pay the cleaning costs of \$420.00. Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

I order that the landlord retain \$490.00 from the amount of \$1287.94 held by the landlord which consists of the security deposit and accrued interest. The landlord is required to return the balance of \$797.94 to the tenant.

Conclusion

The landlord has proven his entitlement to retain \$490.00 from the security deposit and accrued interest and must return the balance of \$797.94 to the tenant.

Dated August 26, 2009.

Dispute Resolution Officer