



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mason Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNR FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for unpaid rent, for damage to the unit, site or property, and to recover the filing fee.

An agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The agent provided affirmed testimony that the Notice was served on the tenant by registered mail on March 13, 2013. The agent provided a registered mail tracking number as evidence and confirmed that the name and address matched the name of the tenant and the forwarding address for the tenant provided by the tenant on the move-out condition inspection report submitted in evidence. Documents sent by registered mail are deemed served five days after mailing under the *Act*.

The agent testified that the evidence package was served via courier to the tenant at the forwarding address provided by the tenant on March 28, 2013, and submitted a copy of the courier receipt in evidence. The courier receipt indicates that the package was left for the tenant at the tenant's forwarding address on March 28, 2013 "at the mailbox" at 10:28 a.m. I find the tenant was sufficiently served with the Notice and evidence in accordance with the *Act*.

### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

### Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A fixed term tenancy began on April 1, 2011 and reverted to a month to month tenancy agreement as of March 31, 2012. At the start of the tenancy, monthly rent in the amount of \$930.00 plus \$15.00 for parking per month was due on the first day of each month. On April 1, 2012, monthly rent was increased to \$969.00 per month plus \$15.00 for parking. This amount was supported by the ledger submitted by the landlord.

The landlord is seeking the following monetary compensation under the *Act*:

1. Unpaid February 2013 rent	\$969.00
2. Unpaid February 2013 parking fee	\$15.00
3. Late fee for February 2013 unpaid rent	\$25.00
4. Carpet cleaning fee	\$80.00
5. Suite cleaning fee	\$200.00
6. Unpaid electricity bill	\$168.90
<b>TOTAL</b>	<b>\$1,457.90</b>

The agent stated that the tenant was served with a 1 Month Notice to End Tenancy for Cause on January 28, 2013 with an effective vacancy date of February 28, 2013. The tenant vacated the rental unit on February 27, 2013 without paying rent for February 2013. The agent testified that the tenant owes rent in the amount of \$969.00 for February 2013, \$15.00 parking for February 2013, and pursuant to section 9 of the tenancy agreement "Arrears", \$25.00 for the late payment fee for February 2013. The agent stated that the tenant agreed to all costs by signing the outgoing condition inspection report on February 27, 2013.

The landlord submitted the condition inspection report in evidence which had the signature of the tenant and an area listed as "deposit forfeiture reasons" that indicate non-payment of rent and utilities for February 2013 with the tenant's forwarding address listed below. The condition inspection report contain the following amounts to be deducted from the tenant's security deposit, \$80.00 for carpet cleaning, \$984.00 for

unpaid rent (comprised of \$969.00 for unpaid rent and \$15.00 for unpaid parking for the month of February 2013), \$25.00 for the late fee for February 2013 and \$200.00 for ten hours of cleaning at \$20.00 per hour for a total of \$1,457.90 in costs prior to deducting the tenant's security deposit of \$465.00. According to the condition inspection report, the carpets, windows, balcony, light fixtures, cabinets, countertops, fridge and range required cleaning.

The landlord submitted a copy of the tenancy agreement, 1 Month Notice to End Tenancy for Cause, Notice of Rent Increase form, 10 Day Notice to End Tenancy for Unpaid Rent, tenant ledger, and registered mail receipts in evidence.

### Analysis

Based on the undisputed oral testimony of the agent provided during the hearing, the documentary evidence and on the balance of probabilities, I find the following.

**Claim for unpaid February 2013 rent, parking fee and late fee** – The agent testified that the tenant vacated the rental unit on February 27, 2013 after being served a 1 Month Notice, however failed to pay rent for February 2013 in the amount of \$969.00. The agent is seeking unpaid rent for February 2013 plus the unpaid parking fee of \$15.00 and the late fee of \$25.00 for February 2013 due to the tenant failing to pay rent on time.

The documentary evidence submitted by the landlord supports that rent was \$969.00 per month plus \$15.00 parking fee, and that a late fee of \$25.00 could be assessed for rent payments that are not paid in accordance with the tenancy agreement.

Section 26 of the *Act* requires that a tenant pay rent on the day that it is due in accordance with the tenancy agreement. **I find** that the tenant breached section 26 of the *Act* by failing to pay February 2013 rent in the amount of \$969.00 plus the parking fee of \$15.00 and the late fee of \$25.00. Therefore, **I find** the landlord has met the burden of proof and is entitled to monetary compensation of **\$1,009.00** comprised of \$969.00 in unpaid rent, \$15.00 for an unpaid parking fee, and \$25.00 for a late fee.

**Claim for carpet cleaning and general cleaning** - The landlord is seeking \$80.00 for carpet cleaning and \$200.00 for general cleaning to the rental unit. The landlord did not submit receipts for these costs; however, the costs are supported by the condition inspection report signed by the tenant which indicates \$80.00 to be deducted for carpet cleaning and \$200.00 for general cleaning, the latter of which is comprised of ten hours at \$20.00 per hour for general cleaning. According to the condition inspection report, the carpets, windows, balcony, light fixtures, cabinets, countertops, fridge and range

required cleaning. Therefore, **I find** the landlord has met the burden of proof and is entitled to monetary compensation of **\$280.00** comprised of \$80.00 for carpet cleaning, and \$200.00 for general cleaning.

**Claim for unpaid electrical utilities** - The landlord is seeking \$168.90 for unpaid electrical utilities. The landlord submitted a notice from the local city supporting that \$168.90 remained owing for the electrical utilities for the rental unit as of February 12, 2013. In addition, the amount of unpaid electrical utilities of \$168.90 was listed on the move-out condition inspection report signed by the tenant on February 27, 2013. Therefore, **I find** the landlord has met the burden of proof and is entitled to monetary compensation of **\$168.90** for unpaid electrical utilities.

As the landlord was successful with their application, **I grant** the landlord the recovery of the filing fee of **\$50.00**.

I find that the landlord has established a total monetary claim in the amount of **\$1,507.90** pursuant to section 67 comprised of **\$1,009.00** for unpaid rent, an unpaid parking fee and an unpaid late fee, \$280.00 for carpet cleaning and general cleaning, \$168.90 for unpaid electrical utilities, and \$50.00 for the filing fee.

The landlord continues to hold the tenant's security deposit of \$465.00, which has accrued no interest since the start of the tenancy. The total monetary award of **\$1,507.90** meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit. I authorize the landlord to retain the tenant's full security deposit of \$465.00 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due to the landlord by the tenant in the amount of **\$1,042.90**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

### Conclusion

I find that the landlord has established a total monetary claim in the amount of \$1,507.90. I authorize the landlord to retain the tenant's full security deposit of \$465.00 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due to the landlord by the tenant in the amount of **\$1,042.90**.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 09, 2013

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Residential Tenancy Branch

