



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FFL

Introduction

On August 29, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking money owed or compensation for damage or loss; a monetary order for unpaid rent; and to keep the security deposit.

The matter was set for a conference call hearing. The Landlords agent (“the Landlord”) and the Tenant attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by the Tenant. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during 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 a monetary order to recover unpaid rent?
- Is the Landlord entitled to other compensation for damage or loss?
- Can the Landlord keep the security deposit towards the claims?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on May 1, 2018, as a 12-month fixed term tenancy. Rent in the amount of \$2300.00 was to be paid to the

Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,150.00. The tenancy ended on August 19, 2019.

The Landlord is seeking compensation as follows:

Loss of August 2019 Rent	\$2,300.00
Late rent charge	\$25.00
Carpet cleaning	\$200.00

Loss of August Rent \$2,300.00

The Landlord testified that the Tenant did not pay the rent due under the tenancy agreement for the month of August 2019.

In reply, the Tenant testified that he is in agreement with the Landlords claim that he did not pay August 2019 rent. The Tenant testified that he was having money issues.

Late Rent Charge \$25.00

The Landlord testified that the tenancy agreement provides for a late rent charge of \$25.00. The Landlord is seeking \$25.00 for late payment of August 2019 rent.

In reply, the Tenant testified that he is in agreement to pay the late rent payment charge.

Carpet Cleaning Cost \$200.00

The Landlord testified that the tenancy agreement requires the Tenant to have the carpet cleaned at the end of the tenancy and the Tenant did not have the carpets cleaned before he moved out of the unit. The Landlord testified that they had the carpets cleaned at a cost of \$200.00.

In reply, the Tenant testified that he looked into the cost for carpet cleaning and he agrees that the amount of \$200.00 being claimed by the Landlord is proper. The Tenant testified that he did not arrange for the carpets to be cleaned because the Landlord told him it would be easier for the Landlord to arrange the carpet cleaning and bill the Tenant later.

Security Deposit

The Landlord is seeking to keep the security deposit of \$1150.00 in partial satisfaction of the claims.

Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I make the following findings:

Loss of August Rent

I find that the Tenant did not pay the rent of \$2300.00 owing under the tenancy agreement for the month of August 2019.

I award the Landlord the amount of \$2,300.00.

Late Rent Charge

I find that the tenancy agreement provides that the Landlord can charge a \$25.00 fee for late payment of rent. I find that the Tenant is responsible to pay the Landlord \$25.00 for the late payment of August 2019 rent.

I award the Landlord the amount of \$25.00.

Carpet Cleaning Costs

I find that the Tenant was responsible to clean the carpets at the end of the tenancy. I find that the Tenant is responsible to pay the Landlord for the cost of having the carpets cleaned.

I award the Landlord the amount of \$200.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,625.00 comprised of \$2,300.00 for August rent; \$25.00 for a late rent charge; \$200.00 for carpet cleaning; and the \$100.00 fee paid by the Landlord for this hearing.

I authorize the Landlord to keep the security deposit in partial satisfaction of the awards.

After setting off the security deposit of \$1,150.00 towards the award of \$2,625.00, I find that the Landlord is entitled to a monetary order in the amount of \$1,475.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay rent owing under the tenancy agreement and is responsible for the Landlord's cost to have the carpet cleaned. The Landlord has established a monetary claim in the amount of \$2,625.00.

I authorize the Landlord to keep the security deposit of \$1,150.00 in partial satisfaction of the awards.

I grant the Landlord a monetary order in the amount of \$1,475.00.

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: December 24, 2019

Residential Tenancy Branch