



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNDC, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the tenant's signed agreement to vacate dated March 31, 2008, a monetary order for rent owed due to a returned cheque from the tenant and reimbursement for the fee paid to file this application. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on August 15, 2008, the Tenant did not appear.

The landlord testified that the tenant had already vacated the unit and therefore the request for an order of possession was no longer an issue. However, the monetary claim is still being sought.

Issue(s) to be Decided

The landlord was seeking a monetary claim for order claiming \$948.75

The issues to be determined based on the testimony and the evidence are:

- Whether the landlord is entitled to monetary compensation under section 67 of the *Act* for rental arrears owed, damages or loss of rent. This determination is dependant upon answers to the following questions:

- Has the landlord submitted proof that the specific amount of rent being claimed is validly owed by this tenant?
- Has the landlord submitted proof that a claim for damages or loss is supported pursuant to *section 7* and *section 67* of the *Act*?

Background and Evidence

The landlord submitted into evidence a copy of the Move-Out Inspection Report and the Security Deposit Refund form signed by the tenant on May 1, 2008 indicating that a deposit of \$413.50 plus \$35.00 was paid and that \$55.00 in costs were incurred for carpet cleaning, \$35.00 in costs for drapery cleaning, and \$32.00 expenditures for general cleaning as well as the rent and NSF charges owed in the amount of \$948.75. The tenant's signature was shown on this document directly under the paragraph that reads:

"I agree with the amounts noted above and authorize deduction of the Balance due the Company from my Security Deposit. If the total owing to the Company exceeds my deposit, I agree to pay the Company the excess amount."

The tenant also provided a forwarding address on this form. Other evidence submitted by the landlord in support of this application included a hand-written note from the tenant agreeing that the landlord could keep the security deposit, a copy of the returned cheque notice verifying the bank charges, and a copy of the tenancy agreement.

Analysis

Based on the testimony and evidence of the landlord, I find that the landlord has established a total monetary claim of \$1,116.00 comprised of \$919.00 for reimbursement of the returned rent cheque, \$25.00 bank charges, \$122.00 agreed-upon cleaning costs and the \$50.00 fee paid by the Landlord for this application. I order that the landlord retain the security deposit and interest of \$462.31 in partial satisfaction of the claim leaving a balance due of \$653.69.

Conclusion

Based on the testimony and evidence presented during these proceedings, I dismiss the portion of the landlord's application relating to the order of possession and I hereby grant the landlord a monetary order under section 67 of the *Act* for \$653.69. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

September 12, 2008
