



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

OPR, MNR, MNDC, FF

Introduction:

This hearing dealt with the landlord's Application for Dispute Resolution, in which the landlord has made application for an Order of Possession based on a 10 Day Notice to End Tenancy dated January 8, 2009, a monetary Order for unpaid rent and for money owed for damage or loss under the Act, 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 copies of the Application for Dispute Resolution and Notice of Hearing were served to the tenant in person on January 27, 2009 and that the tenant accepted receipt of the documents. These documents are deemed to have been served in accordance with section 89 (1) (a) of the Act, however the tenant did not appear at the hearing.

The Agent for the landlord advised that the tenant vacated the rental unit on February 27, 2009 at which time the Move Out Inspection Report was completed and the two parties were able to come to an agreement of a financial amount owing to the landlord by the tenant in the amount of \$1,095.00. The landlord's application for an Order of Possession has been withdrawn.

All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided:

The landlord is seeking a monetary order in the amount of \$1095.00.

- Whether the landlord is entitled to monetary compensation for rental arrears and for damage and clean-up to the rental property.

Background and Evidence

The twelve month, fixed term, tenancy began on March 1, 2008 and ended on February 27, 2009 when the tenant vacated the rental unit.

The landlord's Agent testified that rent was \$925.00 per month plus \$40.00 per month for parking. A security deposit in the amount of \$462.50 was paid on March 1, 2008.

The landlord's Agent further testified that the rent for January 1, 2009 of \$925.00 plus the \$40.00 for parking was returned NSF (non-sufficient funds). A \$25.00 service charge was added to the arrears. The tenant paid \$260.00 towards the January 2009 rent for use and occupancy and failed to pay the February 2009 rent and parking. Prior to the commencement of this hearing, the tenant paid an additional \$700.00 towards the January 2009 arrears.

On February 27, 2009 a move out inspection was attended by the landlord's Agent and the tenant, where charges for cleaning, repair painting, carpet and blind cleaning were listed for a total amount of \$293.50. The tenant has signed the move out inspection agreeing that the report fairly represents the condition of the rental unit, that the charges are to be deducted from the security deposit, and that any amounts still owing are due and payable. It is noted on the move out inspection report that an amount owing comprised of the balance of January 2009 rent, all of February 2009 rent, and the NSF charge totals \$1,095.00.

Analysis

Based on the Agent's testimony and the documentary evidence, I find that the landlord's Agent and the Tenant have come to an agreement that the landlord will keep all of the security deposit and interest as payment towards cleaning, damage repair, and unpaid rent, leaving an amount owing by the Tenant of \$1,095.00.

Conclusion

The Agent for the landlord has withdrawn their request for an Order of Possession.

I hereby grant the landlord a monetary order under *section 67* of the *Residential Tenancy Act* for \$1,095.00. This Order must be served on the tenant and may be file in Small Claims Court of British Columbia and enforced as an Order of that Court.

March, 2009
Date of Decision

Dispute Resolution Officer