



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence that the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 23, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed. Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for cleaning and repairs; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on April 30, 2011 for a 1 year fixed term tenancy beginning on May 1, 2011 that converted to a month to month tenancy on May 1, 2012 for a monthly rent of \$870.00 due on the 1st of each month with a security deposit of \$435.00 paid;
- A copy of a Condition Inspection Report completed on April 30, 2011 for the move in condition and on June 5, 2012 for the move out condition; and
- A copy of detailed document signed by both tenants and the landlord's agent breaking down that the tenants agree the landlord may retain the security deposit and that in total the tenants owe the landlord the following sums:

Description	Amount
Rental unit cleaning	\$75.00
Carpet cleaning	\$100.00
Drapery cleaning	\$45.08
Painting and Repairs	\$150.00
Rental arrears	\$2,195.00
Less a laundry credit	(\$2.75)
Total	\$2,567.83

Analysis

Based on the undisputed evidence provided by the landlord, including the document signed by the tenants agreeing that they owed the landlord the above noted amount I accept the landlord is entitled to the monies claimed with the following exception.

It appears that in the landlord's calculation the \$2.75 credit for laundry was actually added into the total instead of deducted and I adjust the total amount from \$2,567.83 to \$2,562.33. This corrected amount reflects the actual claim in the landlord'

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,612.33** comprised of \$2,562.33 owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$435.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,177.33**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: April 15, 2013

Residential Tenancy Branch