



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing concerns an application by the landlord for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, tenancy began on August 1, 2008. Monthly rent and parking are both due and payable in advance on the first day of each month. By the end of tenancy, monthly rent was \$1,339.00 and the fee for monthly parking remained \$35.00. A security deposit of \$605.00 was collected on July 25, 2008. A move-in condition inspection report was completed with the participation of both parties.

In writing by date of December 31, 201[2], the tenant gave notice to end tenancy effective January 31, 2013.

Arising from rent which remained unpaid when due on January 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 9, 2013. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is January 23, 2013. Thereafter, only a portion of the overdue rent was paid.

By way of “notice of final opportunity to schedule a condition inspection,” the landlord proposed to the tenant that the parties complete a move-out condition inspection together at 1:00 p.m. on January 31, 2013. However, the tenant did not attend and the move-out condition inspection report was completed by the landlord. Later, by e-mail dated February 1, 2013, the tenant provided his forwarding address. The landlord’s application for dispute resolution was filed on February 12, 2013.

Analysis

During the hearing the various aspects of the landlord’s claim were reviewed. The landlord withdrew the claim for recovery of \$10.00 for keys. The remaining aspects of the application are not disputed by the tenant and they are as follows:

\$1,199.00: *unpaid rent for January 2013*

\$210.00: *unit cleaning*

\$141.12: *blind cleaning*

\$50.00: *rubbish (furniture) removal*

\$10.00: *laundry card*

\$50.00: *filing fee*

Sub-total entitlement: \$1,660.00

I order that the landlord retain the security deposit of \$605.00 plus interest of \$3.97 [total: **\$608.97**], and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$1,051.03** (\$1,660.00 - \$608.97).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,051.03**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and 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: May 03, 2013

Residential Tenancy Branch