



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BCIMC Realty Corp. & Bayview
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, 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 testified the tenant was 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 June 6, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has 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 debts owed to the landlord and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

Background and Evidence

The landlord provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on August 1, 2006 for a 6 month fixed term tenancy beginning on September 1, 2006 for a monthly rent of \$1,475.00 due on the 1st of each month with a security deposit of \$737.50 paid on August 1, 2006;
- Copies of rent increase notifications raising the rent, over the term of the tenancy, to \$1,740.00 by the time the tenancy had ended; and
- A copy of a Condition Inspection Report confirming the condition of the rental unit at the start and end of the tenancy. The Report also includes a section where

the tenant agrees to allow the landlord to deduct from the security deposit and interest held the following amounts: \$835.00 for balance of April 2013 rent; \$200.00 for suite cleaning; \$85.00 for carpet cleaning; \$50.00 for window covering cleaning; and \$50.00 for windows. This agreement also stipulates that if the amount owed exceeds the security deposit the tenant agrees that he will pay the landlord the balance.

Analysis

Based on the undisputed written agreement between the parties, I accept the tenant agreed to have the landlord retain the full security deposit to apply against the amounts outlined above and that the tenant also agreed to pay the landlord, separately, any outstanding balances.

While the landlord has claimed \$482.50 as that balance, I note that the landlord failed to add in the interest earned on the security deposit held to determine the balance owing. From the Deposit Interest Calculator on the Residential Tenancy Branch website, I have determined the interest owed on the security deposit is \$23.92.

I therefore reduce the landlord's claim by this amount and find the landlord is entitled to \$458.58, as per the agreement noted above.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$508.58** comprised of \$458.58 for balance of rent; repairs; and cleaning; and the \$50.00 fee paid by the landlord for this application less the security deposit and interest held.

This order must be served on the tenant. If the tenant fails 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: September 12, 2013

Residential Tenancy Branch

