



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for: unpaid rent; damage to the unit, site or property; money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence. The tenant did not attend. The landlord gave evidence that she served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 8, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

Background and Evidence

The landlord provided a copy of the tenancy agreement between the parties. The tenancy agreement indicates the tenancy started May 1, 2012 and the tenant was obligated to pay \$850.00 rent monthly in advance on the first day of the month. The tenant also paid a security deposit of \$425.00.

The landlord gave evidence that the tenant vacated the rental unit on July 17, 2013 and came back on July 24, 2013 to complete the move-out paperwork. The landlord's evidence is that the parties conducted a move-out inspection on July 24, 2013. The landlord provided a copy of an agreement signed by the parties (the "Agreement"). The Agreement states "I (we) hereby given [landlord] my (our) consent to deduct the

following maintenance and/or other pertinent charges from the security deposit held for suite # [#] of [address].” The Agreement does not specify what will happen if the listed charges total more than the amount of the security deposit. The Agreement indicates the tenant agreed to the following deductions from her security deposit following the move-out inspection:

Carpet cleaning	84.00
Drape/blind cleaning	25.00
Garbage disposal	255.36
General cleaning	48.00
Pest control	<u>67.20</u>
Total:	479.56

The landlord provided a copy of a letter dated July 30, 2013 sent to the tenant’s forwarding address to advise the tenant that she owes \$54.56, which is the amount over her security deposit of \$425.00. The landlord gave evidence that the tenant left a voicemail message for the landlord to indicate that she did not intend to pay the invoice.

The landlord gave evidence that after July 24, 2013, the garbage removal service discovered that the tenant’s abandoned mattress was infested with bed bugs. As a result, the landlord brought the pest control company back on July 26, 2013 to re-spray the rental unit.

The amounts listed on the move-out agreement appear to be estimates, since the actual receipts provided by the landlord are slightly different amounts than those listed in the Agreement. The following claims by the landlord are supported by receipts:

Pest control	199.50 (July 18 and 26 visits @ \$99.75 each)
Garbage disposal	262.50 (mattress)
Cleaning	25.00
Carpet cleaning	78.75
Cleaning	48.00
RTB filing fee	<u>50.00</u>
Total:	\$ 663.75

Analysis

The Agreement indicates that the tenant agreed to the retention of her entire security deposit of \$425.00, but it does not indicate that she agreed to any further charges. However, the Agreement does not specify that the parties waive their right to seek

further compensation for damages or loss resulting from the tenancy. Pursuant to Section 67, the landlord is entitled to apply for dispute resolution where a tenancy has resulted in damage or loss for the landlord.

I accept the evidence of the landlord that the tenancy resulted in a total cost to the landlord of \$663.75, as confirmed by the documentary evidence provided by the landlord. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$238.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of \$238.75. The landlord may retain the security deposit.

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 1, 2014

Residential Tenancy Branch

