



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Connaught Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This is an application for a monetary order for \$1203.75 and recovery of the \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail it was mailed on July 7, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I proceeded with the hearing in the absence of the respondent.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The applicant testified that:

- At the end of the tenancy the tenant signed an agreement on the moveout inspection report agreeing to be liable for the following amounts:

Suite cleaning	\$300.00
Carpet cleaning	\$133.75
Window cover replacement	\$260.00

April 2014 loss rental revenue	\$940.00
Painting and drywall repair	\$40.00
Total	\$1673.75

- Also on the moveout inspection report, the tenant agreed to allow the landlord to keep a full security deposit of \$470.00 towards the claim, and agreed to pay the landlord the difference of \$1203.75.
- To date the tenant has paid none of the agreed-upon amount.

Analysis

I have reviewed the evidence presented by the landlord, and it is my finding that the tenant did agree to the above charges of \$1673.75 and also agreed to allow the landlord to keep the full security deposit towards the claim.

I therefore allow the landlord's request for an order allowing the landlord keep the full security deposit, and for a monetary order for the difference of \$1203.75

I also allow the request for recovery of the filing fee.

Conclusion

I have allowed the landlord's full claim of \$1723.75 and I therefore Order that the landlord may retain the full security deposit of \$470.00 and I have issued a Monetary Order in the amount of \$1253.75.

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: November 18, 2014

Residential Tenancy Branch

