



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACGREGOR REALTY & MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND-S, MNR-S, FFL

Introduction

This hearing was convened in response to an application by the landlord for a monetary order. The hearing was conducted by conference call.

The landlord's representative attended the hearing. The tenant did not attend although served with the application and Notice of Hearing as well as supporting evidence sent by registered mail to the respective forwarding addresses provided by the tenant's mother at the end of the tenancy. The landlord provided proof of mail registration including the tracking number for the mail as identified in the Style of Cause (title) page.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started January 02, 2018 and ended on or about September 30, 2018. Rent payable under the tenancy agreement was \$2260.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$1130.00 which they retain in trust. At the start and end of the tenancy the landlord conducted mutually attended condition inspections with respective inspection reports. The parties did not come to agreement as to the administration of the security deposit. The landlord submitted the requisite Condition Inspection reports into evidence.

The landlord provided a 10 Day Notice to End Tenancy dated in July 2018 stating the tenant owed unpaid rent for the month of June 2018 in the amount of \$2260.00. The landlord testified that despite the tenant paying the rent for the subsequent months the tenant did not satisfy the arrears for June 2018, which remain unpaid.

The landlord further claims that the tenant left the rental unit unclean and damaged and also with some of the tenant's castoffs remaining. The landlord claimed cleaning costs of \$550.00 supported by a list of cleaning tasks and respective invoice. The landlord also submitted an invoice for refuse removal in the amount of \$175.72 and a receipt for a replacement light fixture in the amount of \$56.16.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed for cleaning and remedial coats. I am further satisfied that the landlord is owed unpaid rent for June 2018. The landlord is further entitled to recover the filing fee paid for their application. The calculation for the monetary order follows. The security deposit held by the landlord will be off-set from the award made herein.

Calculation for Monetary Order

Rental arrears / unpaid rent for June 2018	\$2260.00
cleaning	550.00
Refuse removal	175.72
Replacement light fixture	56.16
Filing fee for the cost of this application	100.00
<i>Less Security Deposit: no applicable interest</i>	<i>-1130.00</i>
Total Monetary Award - landlord	\$2011.88

I Order that the landlord retain the security deposit of \$1130.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2011.88**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord's application is granted.

This Decision is final and binding.

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: February 11, 2019

Residential Tenancy Branch