



Dispute Resolution Services

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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 the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord.

The landlord provided documentary evidence confirming each 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 July 17, 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 evidence of the landlord, I find that each 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 unpaid rent; for damage and cleaning; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on December 29, 2006 for a 1 year fixed term tenancy beginning on January 1, 2007 that converted to a month to month tenancy on January 1, 2008 for a current monthly rent of \$1,220.00 with a security deposit of \$517.50 paid.

The landlord submits the tenants vacated the rental unit with sufficient notice to the landlord and that they failed to leave the rental unit clean and undamaged. The landlords provided documentary evidence that the tenants provided the landlord with

their notice to end tenancy on June 29, 2013 effective for July 31, 2013 and then moved out of the rental unit on or before July 4, 2013 without paying rent for July 2013. The landlord has provided documentary evidence in the form of move in and move out Condition Inspection Reports; photographs; and invoices and receipts.

The landlord makes the following financial claims:

Description	Amount
July rent, late fee, and parking	\$1,255.00
Carpet Cleaning	\$80.00
Blind and window cleaning	\$180.00
Wall Repair	\$30.00
Bedroom Door & Kitchen Cupboard Repair	\$50.00
New bifold doors and sliding door handle	\$238.27
General cleaning	\$165.00
Kitchen drawer repair	\$50.00
Total	\$2,048.27

Analysis

Based on the undisputed testimony and evidence of the landlord I find the landlord has established the tenants failed to pay rent, parking, and a late fee for the month of July 2013 as required under the tenancy agreement.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and evidence of the landlord I find the tenants failed to comply with Section 37 and that the landlord has established the value of the loss suffered by the landlord as a result of the tenants' non-compliance.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,098.27** comprised of the total amount claimed as noted above and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$533.40 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,564.87**.

This order must be served on the tenants. If the tenants fail 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: November 06, 2013

Residential Tenancy Branch

