



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for a Monetary Order to recover rental associated arrears and inclusive of recovery of the filing fee for this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Both parties attended the hearing and provided testimony. At the end of the hearing the parties confirmed they had presented all of the evidence they wished considered.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

This tenancy started January 01, 2012. The tenant acknowledged that on June 14, 2013 they had provided the landlord with legal Notice to End their month to month tenancy at the end of July 2013. The tenant then determined to vacate at the end of June 2013, unbeknownst to the landlord until well into July 2013, and also attended the mutual condition inspection on July 31, 2013.

During the tenancy, monthly rent in the amount of \$900.00 was payable as well as \$25.00 per month for parking. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450.00 which the landlord holds in

trust. The quantum of the landlord's monetary claim is for the unpaid rent of \$900.00 for July 2013, partial parking for June and full parking for July 2013 in the sum of \$940.00, plus the agreed amount for cleaning of \$26.25.

Analysis

Based on the testimony of the tenant and the landlord I find that the tenant has not paid the outstanding rent and parking charges for June and July 2013 in the sum of \$940.00 and that the landlord is further owed \$26.25 for cleaning in the unit.

I find that the landlord has established a claim total of \$966.25 in unpaid rent, unpaid parking charges, and for cleaning. The landlord is also entitled to recovery of the \$50.00 filing fee, for a total entitlement of **\$1016.25**

Conclusion

I Order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and **I grant** the landlord an order under Section 67 of the Act for the balance due of **\$566.25**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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 21, 2013

Residential Tenancy Branch

