



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

The landlord's agent attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on June 27, 2014, Canada post tracking numbers were provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on June 1, 2013. Rent in the amount of \$1,750.00 was payable on the first of each month. A security deposit of \$875.00 was paid by the tenants. The tenancy ended on May 31, 2014.

A move-in and move-out condition inspection report was completed. Filed in evidence is a copy of the report.

The landlord claims as follows:

a.	Water bill	\$ 615.02
b.	Cleaning costs	\$ 525.00
c.	Yard maintenance	\$ 407.50
d.	Filing fee	\$ 50.00
	Total claimed	\$1,597.52

The landlord's agent testified that the tenants agreed in the move-out condition inspection report that they were responsible for the cost of the water bill and they estimated the cost of the water bill to be \$521.72, and the actual cost for the utilities was \$615.02. Filed in evidence is a water account ledger.

The landlord's agent testified that the tenants agreed to the cleaning cost of \$525.00, in the move-out condition inspection report.

The landlord's agent testified that the tenants agreed in the move-out condition inspection report that they were responsible for the cost of the yard maintenance and they estimated a cost of the work to be \$400.00, and the actual cost of the yard work was \$407.50.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The tenants agreed in the move-out condition inspection report that they were responsible for the cost of the water. The report clearly shows that the amount to be paid (\$521.72) was an estimated cost. I find the landlord is entitled to recover the actual amount owed which is support by a water ledger. Therefore, I find the landlord is entitled to recover the cost of water utilities in the amount of **\$615.02**.

The tenants agreed in the move-out inspection report that they were responsible for the cost of cleaning. The parties agreed to the amount of \$525.00. As a result, I find the landlord is entitled to recover the agreed upon cleaning cost in the amount of **\$525.00**.

The tenants agreed in the move-out condition inspection report that they were responsible for the cost of the yard maintenance. The report clearly shows the amount to be paid (\$400.00) was an estimated cost. I find the landlord is entitled to recover the actual amount they paid to have the yard maintenance completed which is support by an invoice. Therefore, I find the landlord is entitled to recover yard maintenance in the amount of **\$407.50**.

I find that the landlord has established a total monetary claim of **\$1,597.52** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord retain the security deposit and interest of **\$875.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$722.52**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: October 21, 2014

Residential Tenancy Branch

