



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on September 1, 2012 as a fixed term tenancy ending on February 28, 2013 as shown by the submitted copy of the signed tenancy agreement. Both parties agreed that the Tenancy ended on March 31, 2013 and that the Tenants overhauled the rental unit until April 2, 2013. The monthly rent was \$650.00 payable on the 1st of each month and a \$325.00 security deposit was paid on May 5, 2012.

The Landlord clarified during the hearing that the original monetary claim is lowered from \$613.50 to \$406.95. The Landlord states that the original claim was made based upon estimates at the time of the application process and the amended lower claim is based upon invoices/receipts. The claim consists of \$121.50 for the cost of general suite cleaning for which the Landlord has submitted an hourly time record for their agent who spent a total of 6.75 hours for overall cleaning. The Landlord also seeks \$84.00 for

carpet cleaning based upon the invoice from Classic Carpet Care dated April 4, 2013. The Landlord seeks \$33.95 for the replacement of locks for the rental unit and the common area doors based upon the invoices from Ray's Lock and Key and Norkam Lock and Cycle dated May 7, 2013 and April 12, 2013. The Landlord seeks \$67.50 for the replacement costs of 3 blinds that were damaged by the Tenants and \$100.00 for overholding the rental unit for 2 days @ \$50.00 per day.

The Tenant has conceded the carpet cleaning claim of \$84.00 and the \$33.95 claim for rekeying locks. The Tenant states that he disputes the Landlord's remaining 3 claims. The Tenant states that he performed more than 14 hours of cleaning of the rental unit. The Tenant also states that the blinds were very old and brittle and that they cracked within the first 6 months of the 1 ½ years that the Tenants lived there. The Tenant also states that he was given permission by the Landlord's Caretaker, T.P. to live for the extra 2 days at the rental unit.

The Landlord disputes the Tenants claims and relies on a copy of an incomplete condition inspection report, photographs, copies of invoices/receipts, emails of correspondence between the Landlord's Agent and the Landlord's Caretaker and a time record sheet of work performed by the Landlord's Caretaker.

Analysis

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenants. The Landlord has provided copies of photographs of the broken blinds, a time record sheet showing the amount of work required to clean the rental unit and an incomplete condition inspection report that clearly shows that the rental unit was dirty. The Tenant's dispute that the rental unit was clean upon vacating and the admission that the blinds broke within the first 6 months of the Tenancy. I also find that the email from the Building Caretaker, T.P. contradicts the claim made by the Tenant that permission was given to overhold the rental unit without compensation. The Tenant has failed to provide sufficient evidence to contradict the claims made by the Landlord. The Tenant has conceded the remaining two monetary claims for the carpet cleaning and rekeying costs. I find that the Landlord has established a monetary claim for the \$406.95 sought. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$325.00 security deposit and grant a monetary order for the balance due of \$131.95. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$131.95.
The Landlord may retain the security deposit.

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: July 04, 2013

Residential Tenancy Branch