



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on March 1, 2011 and ended on December 13, 2013. Rent of \$1,145 was payable monthly. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit. The tenancy agreement provides for a \$25.00 late fee or returned cheque charge.

The Landlord states that the Tenants failed to pay a late fee for the late rent payment made for April 2011 and claims \$25.00. The Landlord states that the Tenants placed a stop payment on their December 2013 rent cheque and as the unit was filled by December 15, 2013 the Landlord claims \$554.00 for rent for the period December 1 to December 15, 2013. The Landlord also claims \$225.00 for the returned cheque charge.

The Landlord states that the Tenants caused a problem with the sewer and claims \$99.68 for the repair. The repair person notes on the invoice that the Tenants possibly caused the problem. The Landlord has no other evidence on cause of the problem.

The Tenants left the walls damaged by patching the walls and the Landlord had to paint the walls. The Landlord claims \$265.00 and provided receipts for both the labour and supplies.

The Tenants provided their forwarding address in writing on the move-out inspection and signed their agreement to the damages noted except for the sewer damages which they disputed on the form.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord and considering the Tenants agreement on the move-out form, I find that the Landlord has substantiated that the Tenants failed to pay a late rent fee from April 2011, failed to pay rent for December 2013 by stopping payment on their cheque and left the walls damaged. Given the supporting materials to these claims, I find that the Landlord is entitled to \$869.00.

Given the Tenant's dispute of the cause of the sewer problem and considering that the Landlord has no evidence other than the Tenant's possibly causing the problem, I Find that the Landlord has failed on a balance of probabilities to prove that the Tenants caused this cost claimed and I therefore dismiss this claim.

As the Landlord has been primarily successful with its application I find that the Landlord is entitled to recovery of the \$50.00 filing fee for a total entitlement of \$919.00. Deducting the security deposit of \$550.00 plus zero interest leaves \$369.00 owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$550.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$369.00**. If necessary, this order may be filed in the Small Claims Court and 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: April 09, 2014

Residential Tenancy Branch

