



# Dispute Resolution Services

Page: 1

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 FF, MNDC, MNR, MNSD, MND

### Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary Order for unpaid rent or utilities, for authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The Landlord was represented by their residential property manager, K.P. at the hearing. For the purposes of this my decision I will refer to her as the Landlord. During the hearing the Landlord was given the opportunity to provide her evidence orally. A summary of her testimony and the evidence filed is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The Landlord testified that the Notice of Hearing was served on the Tenant by registered mail on April 17, 2015 to the address provided by the Tenant as her forwarding address. Section 90 of the Act provides that documents served in this manner are deemed served five days later. I accept the Landlord's undisputed testimony and find that the Tenant was sufficiently served as of April 22, 2015 under the *Act* as a result.

### Issues to be Decided

1. Is the Landlord entitled to a monetary Order under the *Act*, and if so, in what amount?
2. Should the Landlord be entitled to retain the security deposit?
3. Should the Landlord recover the filing fee?

### Background and Evidence

A copy of the residential tenancy agreement was introduced in evidence and which indicated this month to month tenancy agreement between the parties began on or about January 1, 2009. The tenancy ended on April 7, 2015 when the Tenant vacated the rental unit. Monthly

rent in the amount \$625.00 was due on the first day of each month during the tenancy. The Tenant paid a \$312.50 security deposit at the start of the tenancy which the Landlord continues to hold. No interest has accrued.

The Tenant failed to clean and repair the rental unit as required by the tenancy agreement and the Act. The Landlord incurred the cost to clean and repair the rental unit prior to re-renting. Introduced in evidence were receipts from S.F. for cleaning in the amount of \$150.00, and L.M. for necessary repairs in the amount of \$365.00. Although originally the Landlord also sought \$80.00 for carpet cleaning and \$40.00 for window cleaning, she confirmed at the hearing that those costs were included in the amounts for S.F. and L.M. The Landlord also sought \$50.00 for the cost to replace the lock. She testified that she hired a company by the name of "F.", but she was unable to locate the receipt. .

The Landlord is seeking a monetary Order in the amount of \$\* comprised of the following:

Item Description	Amount
cleaning	\$150.00
repairs	\$365.00
Lock replacement	\$50.00
Filing fee	\$50.00
<b>TOTAL MONETARY CLAIM</b>	<b>\$615.00</b>

### Analysis

Based on the documentary evidence, undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

Pursuant to section 26 of the *Act*, a Tenant must pay rent when it is due in accordance with the tenancy agreement.

Based on the above, I find the Tenant did not clean or make necessary repairs as required by the Act and the tenancy agreement. I accept the undisputed testimony and documentary evidence submitted by the Landlord as to the amounts paid by the Landlord to clean, repair and replace the locks. I also find the Landlord is entitled to recovery of the filing fee.

Therefore, I find the Landlord has met the burden of proof and I grant the Landlord the sum of **\$615.00** for the following:

Item Description	Amount
cleaning	\$150.00
repairs	\$365.00

Lock replacement	\$50.00
Filing fee	\$50.00
<b>TOTAL MONETARY CLAIM</b>	<b>\$615.00</b>

I find that the Landlord has established a total monetary claim of **\$615.00** and I find this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit, which the Landlord continues to hold, in the amount of \$312.50. I authorize the Landlord to retain the Tenant's full security deposit of \$312.50 in partial satisfaction of the Landlord's monetary claim, and I grant the Landlord a monetary Order pursuant to section 67 of the *Act* for the balance owing by the Tenant to the Landlord in the amount of **\$302.50**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

#### Conclusion

I find that the Landlord has established a total monetary claim of \$615.00 as indicated above. I authorize the Landlord to retain the Tenant's full security deposit of \$312.50 in partial satisfaction of the claim, and I grant the Landlord a monetary Order under section 67 for the balance due of **\$302.50**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 25, 2015

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Residential Tenancy Branch

