



Dispute Resolution Services

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 MNR, MND, MNDC, 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 compensation - Section 67;
3. A Monetary Order for damage to the unit - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the 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 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?

Background and Evidence

The tenancy started on September 1, 2015 and ended on or about June 22, 2016. Rent of \$625.00 was payable on the first day of each month. A fee of \$25.00 is payable for any late rent payment. At the outset of the tenancy the Landlord collected \$312.50 as a security deposit. The Landlord received the Tenants forwarding address verbally on July 11, 2016.

The Tenant failed to leave the unit clean and the Landlord claims \$262.50 for cleaning the unit and the carpets in the unit. The Tenant failed to remove garbage and the Landlord claims \$60.00 for its removal. The Tenant failed to pay rent for June 2016 and the Landlord claims \$625.00 plus \$25.00 for the late fee. The Tenant paid rent for May 2016 late and the Landlord claims \$25.00.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. 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.

Based on the undisputed evidence of an unclean unit, unpaid rent, and late rent payments I find that the Landlord is entitled to the costs claimed of **\$997.50**. The Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1097.50**. Deducting the security deposit plus zero interest of **\$312.50** leaves **\$785.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$312.50.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$785.00**. 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: January 10, 2017

Residential Tenancy Branch