



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 MNR, MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on January 18, 2013. Based on the evidence of the Landlord's Agent, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on December 1, 2011 as a fixed term tenancy with an expiry date of May 31, 2012 and then continued on a month to month basis. Rent was \$600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 on November 28, 2011. The Landlord said the Tenant moved out of the rental unit around September 28, 2011 with out proper notice to the Landlord.

The Landlord said that the Tenant did not pay rent of \$600.00 for October, 2012 and the Landlord's Agent requested the late rent payment fee of \$25.00 for October, 2012. In addition to unpaid rent the Landlord's Agent said she is claiming \$83.50 for cleaning and hauling garbage and items that were left in the unit, \$100.80 for carpet cleaning and \$100.00 for general cleaning of the unit. The Landlord's Agent submitted the condition

inspection reports, receipts for the Landlord's expenses and photographs to support the claims made in the application. The Landlord's Agent said her total claim is \$959.30, which also includes the \$50.00 filing fee for this proceeding.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant did not provide proper notice to end the tenancy and does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent for October, 2012 in of \$600.00. Further I also award the Landlord's claim for the late rent payment for the month of October, 2012 in the amount of \$25.00.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's Agent proved the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord's Agent's testimony that these damages and losses were caused by the Tenant. Consequently, I find the Landlord's Agent has established grounds to be awarded the costs for cleaning and hauling of \$83.50, carpet cleaning of \$100.80 and general cleaning of \$100.00. I award the Landlord a total of \$284.30 for damages.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 600.00
	Late rent fees	\$ 25.00
	Damages	\$ 284.30
	Recover filing fee	\$ 50.00
	Subtotal:	\$959.30
Less:	Security Deposit	\$ 300.00
	Subtotal:	\$ 300.00
	Balance Owing	\$ 659.30

Conclusion

A Monetary Order in the amount of \$659.30 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 10, 2013

Residential Tenancy Branch

