



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 was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The tenant was served by registered mail to the address she provided to the landlord on October 10, 2013. The registered mail was sent on October 24, 2013 and is deemed to have been received five days later.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The rental unit is an apartment in Kamloops. The tenants paid a security deposit of \$450.00 on December 22, 2008. The tenant gave notice on April 2, 2012 and moved out on April 30, 2012, however, she left some of her former co-tenants belongings in the rental unit when she moved. The landlord kept the goods in the rental unit for 10 days waiting for them to be picked up, when they were not picked up the landlord had them moved and placed into storage. The tenant failed to contact the landlord and eventually the landlord disposed of the goods after placing legal advertisements advising of the disposal.

When the tenant contacted the landlord and provided her current address on October 10, 2013, the landlord filed and served this application. The landlord has claimed the following amounts:

- Plumbing repair charge: \$149.52
- Suite cleaning: \$20.00

• Carpet cleaning:	\$110.00
• Door replacement/installation:	\$200.00
• Rent for 10 days overholding:	\$290.30
• Removal of contents:	\$214.20
• Storage of contents (3 months):	\$150..01
• Legal advertisement in newspaper	\$274.18
•	
Total:	1,408.21

Analysis

Based on the landlord's undisputed evidence, I find that the landlord is entitled to the amounts claimed because the tenant did not remove all her contents when she moved out and did not properly clean or repair the rental unit. I accept the landlord's evidence that the tenant should be responsible for the outstanding plumbing charge as claimed.

Conclusion

I allow the landlord's claim in the amount of \$1,408.21. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,458.21. I order that the landlord retain the deposit of \$50.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,008.21. This order may be registered 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 31, 2014

Residential Tenancy Branch

