



# 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      MNSD, MNR, MND, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss, alleged damage to the rental unit, and unpaid rent, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The landlord's agents (hereafter "landlord") attended the telephone conference call hearing; the tenant did not attend.

The landlord was sworn into the hearing and testified that the tenant was served with their Application for Dispute Resolution and Notice of Hearing by Canada Post's registered mail service on or about October 30, 2013. The landlord supplied a copy of the registered mail receipt showing the tracking number, a tracking history, showing that the mail was "unclaimed," and an email from the tenant to the landlord providing her forwarding address.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to retain the tenant's security deposit, further monetary compensation, and to recover the filing fee?

### Background and Evidence

The landlord provided evidence that this tenancy began on April 1, 2012, ended on October 11, 2013 when the tenant vacated the rental unit, and the tenant's monthly rent at the start of the tenancy was \$595, and at the end of the tenancy was \$615. The tenant paid a security deposit of \$297 at the beginning of the tenancy on March 19, 2012.

The landlord's monetary claim listed in their application is as follows:

Unpaid rent	\$120
Carpet cleaning	\$115
Suite cleaning	\$200
Painting	\$50
Counter repair	\$100
Key replacement	\$100
<b>TOTAL</b>	<b>\$685</b>

The landlord stated that the actual amount of unpaid rent should be \$100 as the rent increase went into effect on April 1, 2013, not March, and that the suite cleaning receipt shows a cost of \$160 instead of \$200.

I must note that the landlord provided a detailed listing and calculation in their application; however the amount requested was \$1450.60, instead of \$625 as noted above.

The landlord's additional relevant documentary evidence included photos of the condition of the rental unit at the end of the tenancy, the tenancy agreement, copies of communication with the tenant seeking to arrange a final inspection of the rental unit, invoices, a move-in and move-out condition inspection, a tenant ledger sheet, and a notice for a final opportunity to inspect the rental unit at the end of the tenancy.

The landlord's relevant oral evidence included:

*Unpaid rent* -The landlord submitted the tenant was given a notice of a rent increase, which raised her rent from \$595 to \$615, beginning April 1, 2013; however for the months of April through August, the tenant paid only \$595, leaving a rent deficiency of \$100.

*Cleaning; carpet cleaning; painting; kitchen counter repair*-The landlord gave evidence, orally and in photographic form, that the rental unit required extensive cleaning after the tenant vacated the rental unit and that the landlord was required to clean the carpets and repair damage to the walls and to the kitchen counter.

*Key replacement*-The landlord submitted that the tenant failed to return her rental unit key at the end of the tenancy and therefore she was responsible for the landlord's costs of \$100.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act, which falls in sections 7 and 67, or tenancy agreement, the claiming party, the landlord in this case, has to prove, with a balance of probabilities, four different elements:

**First**, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

*Unpaid rent* – I find the landlord submitted sufficient evidence that the tenant's rent was increased by \$20 per month through a notice of a rent increase, beginning April 1, 2013, and that she failed to pay the increase, through August as claimed by the landlord. I therefore approve the landlord's claim for \$100.

I note that the landlord did not claim the additional amount for September and October 2013, the last two months of the tenancy.

*Cleaning; carpet cleaning; painting; kitchen counter repair*- I find the condition of the rental unit at the end of the tenancy was not reasonably clean as required by section 37(2)(a) of the Act and I find the landlord submitted sufficient undisputed evidence that due to the actions or neglect of the tenant, the rental unit required cleaning and repairs.

I therefore find the landlord is entitled to a monetary award of \$160 for suite cleaning, \$115 for carpet cleaning, \$50 for painting and \$100 for cabinet repair, for a total of \$425.

*Key replacement*-I find the landlord submitted sufficient undisputed evidence that the tenant did not return her key as required by section 37(2)(b) of the Act and I therefore approve the landlord's claim of \$100.

I grant the landlord recovery of the filing fee of \$50 due to their successful application.

Due to the above, I grant the landlord's application and find they are entitled to a total monetary award of \$675, comprised of an unpaid rent deficiency of \$100, suite cleaning for \$160, carpet cleaning for \$115, painting for \$50 and counter repair for \$100, key replacement of \$100, and the filing fee of \$50.

### Conclusion

I have granted the landlord's application for dispute resolution and awarded them monetary compensation in the amount of \$675.

At the landlord's request, I allow them to retain the tenant's security deposit of \$297, **in partial satisfaction of their monetary award.**

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$378, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recovered from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: February 19, 2014

---

Residential Tenancy Branch

