



# 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 OPR MNDC MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67 for rental arrears/loss and damages to the property;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **SERVICE**

Both parties attended and the tenant agreed he got the Application by registered mail through his wife. I find that the tenant is served with the Application according to section 89 of the Act.

### **Issue(s) to be Decided:**

The landlord had also applied for an Order of Possession; however the tenant vacated on April 30, 2014 so the landlord is no longer applying for this Order. The remaining issues are whether the landlord has proved on a balance of probabilities that there are rental arrears and that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced on December 31, 2008, a security deposit of \$437.50 was paid on that date and rent is currently \$830 a month. The landlord states that the tenant owes \$830 rent for April 2014 plus \$25 late fee and claims also \$60 for cleaning costs, \$99.75 for carpet cleaning, \$50 for window covering cleaning and \$100 to paint two walls where the paint was approximately 5 1/2 years old (painted just before this tenancy).

The tenant concurred with the amounts except for the \$50 cleaning costs for window covering. He said this was not discussed with him and not noted on the Condition Inspection Report at move-out. After I pointed out the provisions in the Residential Tenancy Guidelines which assign a useful life of 4 years to paint in rented premises to account for reasonable wear and tear, the landlord withdrew the claim for the paint. She also acknowledged the problem with the lack of evidence to support the charge for cleaning of window coverings.

In evidence are invoices, a condition inspection report done at move-in and out, a tenancy agreement and registration receipts. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

#### **Monetary Order**

I find that there are rental arrears in the amount of \$830 for April 2014 plus \$25 late fee.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damages claimed, most of which are cleaning costs. The tenant agreed with the landlord's evidence. I find the landlord entitled to recover \$60 for cleaning and \$99.75 for carpet cleaning. I find insufficient evidence to support the charge for cleaning window coverings and I find the landlord not entitled to recover painting costs as the paint was beyond the end of its useful life according to the Guidelines.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit with interest to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

#### **Calculation of Monetary Award:**

|   |         |
|---|---------|
| Rent arrears plus late fee                              | 855.00  |
| Cost to clean suite                                     | 60.00   |
| Carpet cleaning cost                                    | 99.75   |
| Filing fee  | 75.00   |
| Less security deposit plus interest 2008, none 2009-14) | -437.52 |
| Monetary Order to landlord                              | 652.23  |

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: June 10, 2014

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**Residential Tenancy Branch**

