



# 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      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The parties agreed that the tenancy began on May 1, 2013 and ended in September 2013. They further agreed that monthly rent was set at \$1,550.00 per month and that at the outset of the tenancy, the tenants paid a \$775.00 security deposit.

I address the landlord's claims and my findings around each claim as follows:

**September rent and late payment fee:** The landlord seeks to recover \$1,550.00 in unpaid rent as well as a late payment fee for the month of September. The tenants acknowledged that they did not pay rent in the month of September but testified that they vacated the rental unit at the beginning of September pursuant to the 10 day notice to end tenancy which the landlord served on them and therefore they shouldn't have to pay for the entire month. The parties agreed that 2 guests of the tenants did not vacate the rental unit until the end of September.

The tenants were under a contractual obligation to pay \$1,550.00 in rent on the first day of the month. When they vacated the unit, they were responsible to ensure that they surrendered a vacant unit to the landlord. The landlord was unable to regain possession of the unit in the month of September and therefore was unable to re-rent the unit that month. Although the tenants complied with the notice to end tenancy, they

failed to ensure that their guests also complied and they are responsible for the actions of their guests. I find that the landlord is entitled to recover rent for the entire month of September as the landlord lost income for that entire month. I further find that the landlord is entitled to recover a \$25.00 late payment fee pursuant to the terms of the tenancy agreement for a total award of \$1,575.00. I award the landlord this sum.

**Cleaning:** The parties agreed that the landlord is entitled to recover \$300.00 as the cost of cleaning the rental unit. I award the landlord \$300.00.

**Carpet cleaning:** The parties agreed that the landlord is entitled to recover \$168.00 as the cost of cleaning the carpet in the rental unit. I award the landlord \$168.00.

**Lock replacement:** The landlord claims \$75.00 as the cost of replacing keys and changing the locks at the end of the tenancy. The landlord claimed that the tenants did not return any keys. The tenants claimed that they left the keys to the rental unit in the unit when they vacated the unit near the beginning of September. I find that the landlord is entitled to recover the cost of replacing the locks. The tenants may have left the keys in the unit, but there were other occupants in the unit at the time who very well could have taken the keys. I accept that the landlord did not receive the keys and find that the tenants must bear the cost of changing the locks. I award the landlord \$75.00.

**Garage door opener replacement:** The parties agreed that the landlord is entitled to recover \$171.92 as the cost of replacing and programming the garage door opener. I award the landlord \$171.92.

**Cleaning and garbage removal:** The landlord seeks to recover \$256.00 as the cost of repainting several rooms in the rental unit and removing garbage left behind by the tenants' guests at the end of the tenancy. The landlord provided photographs showing the condition of the walls and the unit and testified that the walls had large holes in it and that the bedroom occupied by one of the tenants' guests had decals left on the walls which damaged the paint when removed and also had installed mirrors which left large holes when removed. The tenants acknowledged that their guests had caused damage and left garbage behind but argued that they should not be responsible as they removed all of their belongings and garbage and had never entered the room in which most of the damage to the walls occurred.

The tenants are responsible for the damage caused by their guests and for the garbage left behind by their guests. I find that the tenants should bear the cost of repairing that damage and removing the garbage and I award the landlord \$256.00.

**Filing fee:** The landlord seeks to recover the \$50.00 filing fee paid to bring her application. As the landlord has been wholly successful in her claim, I find she should recover the filing fee and I award her \$50.00.

### Conclusion

The landlord has been awarded the following:

September rent and late payment fee	\$1,575.00
Cleaning	\$ 300.00
Carpet cleaning	\$ 168.00
Lock replacement	\$ 75.00
Garage door opener replacement	\$ 171.92
Cleaning and garbage removal	\$ 256.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$2,595.92</b>

The landlord has been awarded \$2,595.92. I order her to retain the \$775.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$1,820.92. This order may be filed in the Small Claims Division of the Provincial 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: November 25, 2014

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Residential Tenancy Branch

