



# 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, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the tenants' security and pet deposits in partial satisfaction of the monetary award. The hearing was conducted by conference call. The tenants were served with the application and notice of hearing by registered mail sent to the forwarding address provided by the tenants on July 22, 2014. The documents were returned unclaimed, but on August 28, 2014 they were personally delivered to the tenant, C.Y. at the office of the landlord. The tenants were served with the amended application and evidence by registered mail sent on December 19, 2014.

### 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 all or part of the security and pet deposits?

### Background and Evidence

The rental unit is a house in Kamloops. The tenancy began on May 15, 2013 for a two week period and thereafter for a fixed term commencing June 1, 2013 until May 31, 2014 and thereafter month to month. Rent in the amount of \$1250.00 was payable on the first of each month and the tenants paid a \$625.00 security deposit and a \$625.00 pet deposit after the commencement of the tenancy.

In May, 2014 the tenants gave notice that they intended to move out at the end of May. They did not pay rent for May and on May 5, 2014 the landlord served the tenants with a 10 day Notice to End Tenancy for unpaid rent which was posted to the door of the rental unit. The landlord discovered on May 16, 2014 that the tenants had abandoned the rental unit, leaving a significant amount of furniture and belongings in the rental unit and leaving the property damaged, in disarray and in need of cleaning and yard cleanup.

The landlord has claimed the following amounts in the amended application for dispute resolution, reduced from the amounts claimed in the original application:

- May rent: \$1,250.00
- Cleaning charges: \$270.00
- Carpet cleaning: \$68.25
- Haul debris to the dump: \$140.00
- Pack and sort abandoned contents: \$90.00
- Charges for storage of contents: \$525.00
- Yard cleanup: \$275.00
- Removal of unauthorized lattice fence \$60.00
- Freezer removed by tenants \$150.00
- Rekey the locks for the rental unit: \$95.20

Total: \$2,923.45

### Analysis

I have reviewed the invoices, photographs and other documents supplied by the landlord and in the absence of any dispute or contrary evidence from the respondents, I allow the landlord's application in the amount claimed. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$2,973.45.

### Conclusion

I have granted the landlord a monetary award in the amount of \$2,973.45. I order that the landlord retain the security and pet deposits in the amount of \$1,250.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,723.45. 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 08, 2015

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Residential Tenancy Branch

