



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: 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 to compensate for damages;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord gave affirmed evidence that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Only the landlord attended although the tenant was served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 1, 2013 on a fixed term lease to August 31, 2014 but the tenant vacated after giving notice on June 30, 2014. The landlord with the tenant's cooperation was able to re-rent the unit for July 1, 2014.

The landlord said they had resolved some matters with the tenant and were no longer claiming for repairs to a towel bar and window. The remaining claim is as follows:

- 1. \$300 for breach of the lease and administrative costs to re-rent
- 2. \$100 for cleaning
- 3. \$90 for a screen door repair (just replaced the screen).

In evidence are photographs, emails, the condition inspection report, invoices, the tenancy agreement, registration receipts and tenant's emails disputing some of the charges. On the basis of the documentary and solemnly affirmed evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the evidence is that the tenant breached the lease and a \$300 cost is agreed in the lease for a breach as it results in administrative costs to re-rent. I find the landlord entitled to recover this cost of \$300. I find the weight of the evidence in the photographs and inspection report is that the unit required some cleaning; I find the landlord entitled to recover the cost of \$100 as invoiced. I find the evidence is that the door screen was damaged by the tenant as noted in emails so I find the landlord entitled to recover the cost of \$90 for repair. The landlord noted that the security deposit remains in trust.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain a portion of the security deposit to offset the amount owing and to recover filing fees paid for this application. The balance of the security deposit which is **\$210.00** must be returned immediately to the tenant.

Calculation of Monetary Award:

Breach of lease	300.00
Cleaning cost	100.00
Screen door repair	90.00
Filing fee	50
Less security deposit (no interest 2013-14)	-750.00
Balance owed to tenant	-210.00

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 21, 2015

