



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 FF, MND, MNDC, MNR, MNSD

Introduction

This is a monetary claim for \$1971.54 and a request for recovery of the \$50.00 filing fee. The applicant is also requesting an order to keep the full security and pet deposits towards the claim.

The applicant testified that the respondents were served with notice of the hearing by registered mail that was mailed on August 18, 2014 and was signed for by the respondents on August 19, 2014; however the respondents did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondents have been properly served with notice of the hearing.

I therefore conducted the hearing in the absence of the respondents.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

This tenancy began July 1, 2014 for a fixed term ending June 30, 2015 and with the monthly rent of \$1400.00.

The tenants had paid security and pet deposits totaling \$1400.00 on June 20, 2014.

The tenants subsequently vacated the rental unit on July 28, 2014.

The tenants left the rental unit in need of significant cleaning and repairs, and failed to return the keys to the rental unit.

The applicant is requesting a monetary claim as follows:

Rekeying locks	\$60.62
Repairs and yard work	\$1085.92
Suite cleaning	\$225.00
Carpet cleaning	\$150.00
Repair pet damage carpet	\$150.00
Liquidated damages for breaking lease	\$300.00
Filing fee	\$50.00
Total	\$2021.54

The applicants request that they be allowed to retain the full security and pet deposits totaling \$1400.00, and requested that a monetary order be issued for the difference.

Analysis

I have reviewed the evidence and testimony provided by the landlord and it is my finding that the landlords have established the full amount claimed.

The landlords have provided invoices for rekeying the locks, and doing the repairs and cleaning, and therefore I allow that portion of the claim.

The tenants also signed the tenancy agreement that had a liquidated damages clause requiring the tenants to pay \$300.00 for the cost of re-renting the unit if the lease was broken. I therefore also allow that portion of the claim.

Further, since I have allowed the full amount claimed I also allow the request for recovery of the filing fee.

Conclusion

I have allowed the applicants full claim of \$2021.54 and I therefore order that the applicants may retain the full security and pet deposits totaling \$1400.00 and I have issued a Monetary Order in the amount of \$621.54.

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: March 09, 2015

Residential Tenancy Branch

