



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 OPR, MNR, MND, MNSD, FF

Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an Order of Possession for unpaid rent or utilities, a Monetary Order for unpaid rent or utilities, for authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The Landlord attended the teleconference hearing. During the hearing the Landlord was given the opportunity to provide her evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Landlord's Application and Notice of a Dispute Resolution Hearing (the "Application Materials") was considered. The Landlord testified that the Application Materials were served on the Tenant by registered mail on December 17, 2014. She provided the tracking number and confirmed that the Tenant retrieved and signed for the registered mail package. Section 90 of the *Act* provides that documents served in this manner are deemed served five days later. I accept the Landlord's undisputed testimony and find that the Tenant was sufficiently served as of December 22, 2014 under the *Act* as a result.

Preliminary and Procedural Matters

At the outset of the hearing, the Landlord testified that the Tenant vacated the rental unit on November 30, 2014, since filing his application. As a result, the Landlord requested to withdraw their request for an Order of possession as the Tenant had already given up possession of the rental unit by vacating the rental unit on November 30, 2014.

Issues to be Decided

1. Is the Landlord entitled to a Monetary Order under the *Act*, and if so, in what amount?
2. What should happen to the Tenant's security deposit under the *Act*?

Background and Evidence

A month to month tenancy agreement between the parties began on or about April 1, 2013 and ended on November 30, 2014 when the Tenant vacated the rental unit. At the time of the hearing, monthly rent in the amount \$600.00 was due on the first day of each month during the tenancy. The Tenant paid a \$300.00 security deposit at the start of the tenancy which the Landlord continues to hold.

Introduced in evidence was a copy of the Residential Tenancy Agreement. Pursuant to addendum B of the Residential Tenancy Agreement, the Tenant agreed to pay a \$25.00 late fee. The Landlord testified that the Tenant was late paying rent in the following months:

- November 2013;
- January 2014;
- February 2014;
- March 2014;
- August 2014; and
- October 2014.

and as such, the Landlord sought \$150.00 representing the late payment fee for the above months.

The Tenant also failed to pay rent for the month of November 2014. Introduced in evidence was the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on November 6, 2014 indicating the amount of \$650.00 (including late fees) was due as of November 1, 2014 (the "Notice").

Also introduced in evidence was a letter from the Tenant to the Landlord dated October 30, 2014 wherein the Tenant confirmed his intention to vacate the rental unit on November 30, 2014.

The Landlord is seeking a monetary Order in the amount of \$* comprised of the following:

Unpaid rent for November 2014	\$600.00
Late fees	\$150.00
Carpet Cleaning	\$110.00
General Cleaning	\$262.50
Window covering cleaning	\$20.00
Paint	\$20.00
Wall repair	\$40.00
Filing fee	\$50.00
TOTAL MONETARY CLAIM	\$1,252.50

The Landlord provided undisputed testimony as well as photos confirming the amounts claimed for cleaning and repairs in the table above. Further, the Landlord introduced in evidence the condition inspection report (move out) which contained several notations for “not clean”, or “in poor condition” relating to the above cleaning and repair charges noted above.

Analysis

Based on the documentary evidence, the undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

Pursuant to section 26 of the *Act*, a Tenant must pay rent when it is due in accordance with the tenancy agreement. I find the Tenant breached section 26 of the *Act* by failing to pay \$600.00 in rent for November 2014 as claimed by the Landlord.

I also find that the Landlord is entitled to the \$25.00 per occurrence late fee, as agreed to by the parties in the Residential Tenancy Agreement, and as such award the \$150.00 claimed.

I also accept the undisputed evidence of the Landlord that the Tenant failed to clean and repair the rental unit as required by the *Act* and the Tenancy Agreement and that as a consequence the rental unit required cleaning and repair at the end of the tenancy. I am further persuaded by the photos and condition inspection report provided in evidence that the Landlord suffered a loss associated with paying for the cleaning and repair necessitated by the Tenant's failure to honour his obligations.

As the Landlord's application had merit, I grant the Landlord the recovery of the \$50.00 filing fee.

I find that the Landlord has established a total monetary claim of \$* comprised of the following:

Unpaid rent for November 2014	\$600.00
Late fees	\$150.00
Carpet Cleaning	\$110.00
General Cleaning	\$262.50
Window covering cleaning	\$20.00
Paint	\$20.00
Wall repair	\$40.00
Filing fee	\$50.00
TOTAL AWARDED	\$1,252.50

I find this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit, which the Landlord continues to hold, in the amount of \$300.00, which has accrued \$0.00 in interest to date. I authorize the Landlord to retain the Tenant's full

security deposit of \$300.00 in partial satisfaction of the Landlord's monetary claim, and I grant the Landlord a Monetary Order pursuant to section 67 of the *Act* for the balance owing by the Tenant to the Landlord in the amount of **\$952.50**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

Conclusion

I find that the Landlord has established a total monetary claim of \$1,252.50 as indicated above. I authorize the Landlord to retain the Tenant's full security deposit of \$300.00 in partial satisfaction of the claim, and I grant the Landlord a monetary Order under section 67 for the balance due of **\$952.50**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 21, 2015

Residential Tenancy Branch

