



# 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      MND, MNDC, MNR, 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 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 their 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 for Dispute Resolution and Notice of a Dispute Resolution Hearing (the "Application Package") was considered. The Landlord testified that the Application was personally served on the Tenant on April 24, 2015. I accept the Landlord's undisputed testimony and find that the Tenant was sufficiently served as of that date.

### Issues to be Decided

1. Is the Landlord entitled to a monetary Order under the *Act*, and if so, in what amount?
2. Should the Landlord be entitled to retain the security deposit?
3. Should the Landlord recover the filing fee?

### Background and Evidence

A month to month tenancy agreement between the parties began July 1, 2013 and ended on March 31, 2015 when the Tenant vacated the rental unit. Monthly rent in the amount \$1,300.00 was due on the first day of each month during the tenancy. The Tenant paid a \$650.00 security deposit and a \$650.00 pet damage deposit at the start of the tenancy which the Landlord continues to hold (the "Deposit").

The Tenant failed to pay rent for the month of March 2015. The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on March 19, 2015 (erroneously noted as 2014) indicating the amount of \$1,300.00 was due as of March 1, 2015 (the "Notice").

The Landlord testified that the Tenant and the Landlord met at the rental unit on March 31, 2015 to perform the move out condition inspection and at which time the Landlord informed the Tenant of the cleaning which was required. The Tenant indicated that she wished to clean the rental unit rather than pay another person to deal with it and asked for the opportunity to come back the next day to clean the unit. The parties agreed to meet the next day, April 1, 2015, in order to complete the final move out condition in section. The Landlord testified that the Tenant did not attend as agreed, nor did she contact the Landlord to inform her that she would not be attending. On April 2, 2015 the Landlord completed the move out condition inspection.

Introduced in evidence were photos of the rental unit confirming it required cleaning and repair when the tenancy ended. The Landlord also sought compensation for the cost to re-key the rental unit as the Tenant failed to return the keys.

The Landlord seeks a monetary Order in the amount of \$2,063.38 comprised of the following:

<b>Item Description</b>	<b>Amount</b>
cleaning	\$280.00
repairs	\$225.00
Cleaning and repair supplies	\$88.88
Cost to rekey the rental unit	\$94.50
Unpaid rent for March 2015	\$1,300.00
N.S.F. fees	\$75.00
<b>TOTAL MONETARY CLAIM</b>	<b>\$2,063.38</b>

The Landlord provided undisputed testimony confirming the amounts described in the table above in addition to providing receipts for the amounts claimed as well as photos of the condition of the rental unit when the Tenant vacated.

### Analysis

Based on the documentary evidence, 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 \$1,300.00 in rent for March 2015 as claimed by the Landlord. I also award the Landlord the amounts claimed for cleaning and repair as I find, based on the photos submitted and the testimony of the Landlord, that the Tenant left the rental unit in such a condition that the Landlord incurred these costs. I also award the Landlord the amounts claimed for the cost to re-key the locks, as well as the N.S.F. fees which are specifically provided for in the residential tenancy agreement.

Therefore, I find the Landlord has met the burden of proof and I grant the Landlord the sum of **\$2,063.38** for the following:

Item Description	Amount
cleaning	\$280.00
repairs	\$225.00
Cleaning and repair supplies	\$88.88
Cost to rekey the rental unit	\$94.50
Unpaid rent for March 2015	\$1,300.00
N.S.F. fees	\$75.00
<b>TOTAL MONETARY CLAIM</b>	<b>\$2,063.38</b>

As the Landlord's application had merit, I also grant the Landlord the recovery of the \$50.00 filing fee for a total of \$2,113.38.

I find that the Landlord's 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 \$1,300.00. I authorize the Landlord to retain the Tenant's full security deposit of \$1,300.00 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 **\$813.38**. 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 \$2,113.38 as indicated above. I authorize the Landlord to retain the Tenant's full security deposit of \$1,300.00 in partial satisfaction of the claim, and I grant the Landlord a monetary Order under section 67 for the balance due of **\$813.38**. 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: September 10, 2015

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Residential Tenancy Branch

