



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, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not appear. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on October 1, 2009 and ended on June 2, 2015. Rent of \$580.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$260.00 as a security deposit. The tenancy agreement provides for a late rent fee of \$25.00. The Parties mutually conducted both a move-in and move-out inspection and the condition reports were completed. The Tenant provided its forwarding address on the move-out form. The Tenant agreed in writing on the move-out form to damages totalling \$619.56. The Tenant also agreed that the Landlord may retain the security deposit for these damages to the unit. The amount agreed to as owing in total to the Landlord before the deduction of the security deposit is \$619.56, the same total amount claimed in the application for the same damages as noted in the move-out form. The Landlord withdraws its claims in relation to the suite cleaning for \$40.00 and the damages to the ceiling for \$100.00 leaving a total claim of \$479.56.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Section 38 of the Act provides that a landlord may retain an amount from a security deposit if, at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant.

Based on the undisputed evidence that the Tenant agreed to the damages and costs noted in the move-out report and also agreed in writing that the Landlord could retain the total amount of the security deposit to meet those costs, I find that the Landlord has substantiated an entitlement to **\$479.56**. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$529.56**.

Deducting the security deposit of **\$260.00** plus zero interest from this amount leaves **\$269.56** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$260.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$269.56**. If necessary, this order may be filed 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: November 10, 2015

Residential Tenancy Branch

