



# 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 FF, MND, MNDC, MNSD, OPN

### Introduction

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

The Landlord's property manager, S.J. attended the teleconference hearing (hereinafter referred to as the "Landlord"). 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 June 4, 2015. The Landlord provided a copy of the tracking number and receipt for the registered mail in evidence and confirmed that the address to which the registered mail was sent was the address the Tenant provided on the move out condition inspection report and which the Landlord also understood to be the Tenant's mother's address. I accept the Landlord's undisputed testimony with respect to service and find, pursuant to section 90 of the *Act*, that the Tenant was sufficiently served as of June 9, 2015.

### Preliminary and Procedural Matters

At the outset of the hearing, the Landlord testified that the Tenant vacated the rental unit on May 25, 2015. 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 May 25, 2015.

### 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 February 1, 2015 and ended on May 25, 2015 when the Tenant vacated the rental unit. At the time of the hearing, monthly rent in the amount \$650.00 was due on the first day of each month during the tenancy. The Tenant paid a \$325.00 security deposit at the start of the tenancy which the Landlord continues to hold.

The Landlord testified that the Tenant failed to clean and repair the rental unit as required by the tenancy agreement and the *Residential Tenancy Act*. The Landlord introduced in evidence photos of the rental unit which depicted dirt on the floors, an unclean oven and fridge, a broken window screen and a broken bi-fold door. The Landlord also testified that the Tenant's boyfriend broke into the rental unit, which required additional security to ensure the Tenant's safety.

The Landlord requested a monetary Order in the amount of **\$637.50** comprised of the following:

Suite cleaning	\$150.00
Carpet cleaning	\$78.75
Additional security due to Tenant's boyfriend	\$123.75
repairs to the window	\$235.20
Filing fee	\$50.00
<b>TOTAL MONETARY CLAIM</b>	<b>\$637.50</b>

The Landlord provided undisputed testimony and receipts confirming the amounts described in the table above.

### Analysis

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

I accept the evidence of the Landlord that the rental unit required cleaning and repair and I grant the Landlord \$587.70 as claimed during the hearing. As the Landlord's application had merit, I grant the Landlord the recovery of the \$50.00 filing fee. As such, I find that the Landlord has established a total monetary claim of **\$637.50** comprised of the following:

Suite cleaning	\$150.00
Carpet cleaning	\$78.75
Additional security due to Tenant's boyfriend	\$123.75

repairs to the window	\$235.20
Filing fee	\$50.00
<b>TOTAL AWARDED</b>	<b>\$637.50</b>

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 \$325.00, which has accrued \$0.00 in interest to date. I authorize the Landlord to retain the Tenant's full security deposit of \$325.00 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 **\$312.70**. 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 \$637.70 as indicated above. I authorize the Landlord to retain the Tenant's full security deposit of \$325.00 in partial satisfaction of the claim, and I grant the Landlord a monetary Order under section 67 for the balance due of **\$312.70**. 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: November 27, 2015

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Residential Tenancy Branch

