



# 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, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord on July 8, 2015 to keep part of the Tenants’ security deposit for: damage to the rental suite; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and, to recover the filing fee.

An agent for the Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence prior to the hearing. However, there was no appearance for the Tenants during the 16 minute duration of the hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents for this hearing by the Landlord.

The Landlord testified that she served each Tenant with a copy of the Application, the Notice of Hearing documents, and the documentary evidence by registered mail. The Landlord provided the Canada Post tracking numbers into oral evidence to verify this method of service; these numbers are noted on the front page of this decision.

The Landlord testified that the Canada Post website indicates both Tenants received and signed for the documents on July 15, 2015. Therefore, in the absence of any evidence from the Tenants to dispute this, I find the Landlord served the Tenants with the documents for this hearing pursuant to Section 89(1) (c) of the Act. The hearing continued to hear the Landlord’s undisputed evidence.

### Issue(s) to be Decided

- Is the Landlord entitled to keep the remaining portion of the Tenants’ security deposit in full satisfaction of the Landlord’s claim for damages and losses?

### Background and Evidence

The Landlord testified that this tenancy began on December 1, 2013 for a fixed term of 12 months after which time it continued on a month to month basis. Rent under the written tenancy agreement was payable in the amount of \$1,250.00 on the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$625.00 on November 21, 2013.

The Landlord testified that the move in Condition Inspection Report (the "CIR") was completed on December 1, 2013. The tenancy ended when the Tenants provided the Landlord with a written notice on May 21, 2015 to end the tenancy for the end of June 2015, although the Tenants vacated the rental unit earlier on June 23, 2015.

The Landlord arranged to complete a move-out condition inspection with the Tenants on June 23, 2015. The move out condition inspection was attended by an agent for the Tenants. However, the Tenants' agent refused to sign the move out CIR as he did not want to accept responsibility for the damages noted. The Landlord testified that she sent the Tenants an email requesting consent to the make deductions from the Tenants' security deposit but the Tenants failed to respond to it. The Landlord testified that the Tenants' agent provided a forwarding address for the Tenants on the move-out CIR.

The Landlord testified that the Tenants had failed to clean the rental unit as well as the carpets which were required by the tenancy agreement to be professionally cleaned. The Landlord also observed that the Tenants had failed to replace broken light bulbs and there were no batteries in the remote control for the fireplace. These were noted on the move-out CIR. The Landlord now seeks to claim the following amounts: \$180.00 for nine hours of cleaning at \$20.00 per hour; \$68.25 for carpet cleaning; \$13.60 for light bulb replacement; and \$5.00 to replace the fireplace remote control battery. The Landlord provided invoices to verify the amounts being claimed.

The Landlord also explained that section B of the tenancy agreement addendum titled "ARREARS" stipulates that the Tenants are to pay a \$25.00 fee for late payment of rent. This was provided into evidence. The Landlord testified that the Tenants paid rent late on March 6<sup>th</sup> and April 7<sup>th</sup> when it was due on the first day of each month. As a result, the Landlord now seeks to recover \$50.00 for late rent payments.

The Landlord testified that the Tenants were required to pay a move-in and move-out fee. In addition, as part of the tenancy agreement, the Tenants had signed to say they had received the strata bylaws which required them to co-ordinate and schedule a move-in or a move-out with the property manager five days in advance of moving

pursuant to section 69 of the strata bylaws. The Landlord testified that when the Tenants moved out they did not do this and moved their property using the building elevator without informing the property manager to make preparations. As a result, the owner of the rental unit was fined \$200.00 plus taxes (\$210.00). The Landlord provided a letter from the strata corporation which explains the breach and the subsequent fine levied to verify her testimony and the cost being claimed from the Tenants.

The total amount claimed by the Landlord including the filing fee is \$576.85. The Landlord explained that she had already returned the balance of the security deposit to the Tenants at the end of the tenancy. Therefore the Landlord only sought permission to keep the remaining amount currently being retained of \$576.85.

### Analysis

Firstly, I accept the Landlord's evidence that this tenancy ended by the Tenants' written notice to end the tenancy at the end of June 2015. I find the Landlord was provided with a forwarding address on June 23, 2015 on the move-out CIR. The Landlord made the Application on July 8, 2015. Therefore, I find the Application was made within the 15 day time limit stipulated by Section 38(1) of the Act.

Section 37(2) of the Act requires a tenant to leave a rental unit at the end of the tenancy reasonably clean and undamaged except for reasonable wear and tear. In dispute resolution proceedings, Section 21 of the *Residential Tenancy Regulation* states that a CIR is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. Policy Guideline 1 to the Act explains that a tenant is generally responsible for steam cleaning or shampooing the carpets after a tenancy of one year. The same guideline also explains that a tenant is responsible for replacing light bulbs during the tenancy.

By using the above provisions I have made the following findings using the Landlord's undisputed evidence on the balance of probabilities. I find the Landlord has provided sufficient evidence, namely on the CIR, that the Tenant failed to clean the carpets and the rental unit at the end of the tenancy as required by the tenancy agreement and the Act. I also find that the Tenants failed to replace light bulbs during the tenancy as well as the battery for the remote control for the fireplace. I find the Tenants failed to dispute the Landlord's evidence or provide a preponderance of evidence to counter the Landlord's evidence. I also accept the Landlord's documentary evidence which verifies the costs being claimed. Therefore, I award the Landlord a total amount of **\$266.85** (\$180.00 + \$68.25 + \$13.60 + \$5.00) for damages to the rental unit.

Section 7(d) of the *Residential Tenancy Regulation* allows a landlord to charge a fee of no more than \$25.00 for late payment of rent which is documented in a tenancy agreement. The Landlord provided a signed tenancy agreement which requires the Tenants to pay a \$25.00 late rent fee. Therefore, I find the Landlord is also entitled to the late rent fees for March and April 2015 for a total amount of **\$50.00**.

In relation to the fine levied by the strata corporation, I accept the Landlord's testimony and the letter from the strata corporation that the Tenants failed to inform the building manager of their departure from the building. I accept that this was a requirement of the building rules which the Tenants had signed as part of their tenancy agreement. I find that this requirement was essential in making preparations for the Tenants departure by the building manager. In addition, Section 7(d) of the *Residential Tenancy Regulation* allows a landlord to charge a tenant a move-in or a move-out fee charged by the strata corporation. Therefore, I find the Landlord is entitled to recover the fine levied on the rental unit owner by the strata corporation in the amount of **\$210.00** claimed.

As the Landlord has been successful in this claim, the Landlord is also entitled to recover from the Tenants the \$50.00 filing fee for the cost of this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount awarded to the Landlord is **\$576.85** (\$266.85 + \$50.00 + \$210.00 + \$50.00).

### Conclusion

As the Landlord already holds \$576.85 in the Tenants' security deposit, I order the Landlord to retain this amount in full satisfaction of the Landlord's Application, pursuant to Section 38(4) (b) of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 23, 2015

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Residential Tenancy Branch

