



# 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      mndc, mnsd ff

### Introduction:

The landlord applies for dispute resolution, and requests a monetary award for various costs for cleaning or damage following the ending of this tenancy. The landlord also seeks an order to retain the tenants' security deposit in partial satisfaction of the monetary award.

The landlord was represented at the hearing. None of the tenants attend the hearing. I accept that the tenant KR was properly served with the notice of this hearing, and the landlord's claim and evidence, by way of registered mail bearing tracking number RN030078984CA. Such service satisfies the requirements of Section 89 of the Residential Tenancy Act and receipt is deemed to have occurred pursuant to Section 90. The other tenants were sent the same information by registered mail, but that was mailed to the former tenancy address on October 15, 2015, by which date this was no longer their residential address. These packages were returned to landlord marked "moved". As such, I find these other two tenants (BU and BS) have not been sufficiently served, and the claims are dismissed as against them, with liberty to reapply.

### Issues to be decided:

Is the landlord entitled to compensation from the properly served tenant for cleaning costs and damage?

Is the landlord entitled to retain the security deposit in partial satisfaction of such award?

Is the landlord entitled to recover the filing fee from the tenant?

### Background and Evidence:

The tenancy first began August 1, 2009, and a security deposit was paid in the sum of \$500.00. On March 1, 2011, the tenancy continued, with one of the former tenants having left and having been replaced with a new tenant. The tenants gave notice to end their tenancy effective September 15, 2015, and the landlord recovered possession on or about October 1, 2015.

The tenants moved without cleaning up the premises, and left the premises in a very dirty condition. The landlord was required to hire a cleaner, who spent 21 hours to clean, at a cost to the landlord of \$420.00. The carpets were dirty, and were cleaned at a cost of \$173.25. The blinds were damaged. These were not repaired or replaced, but the landlord estimates the loss of value to the blinds to be \$180.00.

Analysis:

All three tenants were signatories to the tenancy agreement, and all became jointly and severally liable under that agreement. As only one of the tenants was properly served with the landlord's application, the landlord is permitted a monetary order as against that tenant only, but I note that he is fully liable for the order by virtue of his several liability.

The cleaning and carpet cleaning costs are supported by invoices, and by the landlord's evidence, and are awarded as claimed. I also accept that although the blinds were not replaced or repaired, the landlord suffered a loss of value of \$180.00 as a result of the damage caused by the tenants. The sum of \$773.25 is therefore awarded as claimed. As the landlord is successful, I also award recovery of the \$50.00 filing fee. The total sum due by the tenant to the landlord is therefore \$823.25.

The landlord has applied for an order to retain the security deposit. The deposit including accrued interest to the date of this hearing totals \$500.00. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$323.25 be paid immediately by the named tenant to the landlord.

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: January 29, 2016

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Residential Tenancy Branch

