



# Dispute Resolution Services

Page: 1

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 dealt with an Application for Dispute Resolution filed by the Landlord on July 14, 2015 seeking to obtain a Monetary Order for: damage to the unit, site or property; for unpaid rent or Utilities; to keep all or part of the security and or pet deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each party gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process; however, each declined and acknowledged that they understood how the conference would proceed.

On July 21, 2015 the Landlord submitted 28 pages of evidence to the RTB. The Landlord affirmed that he served the Tenant with copies of the same documents that he had served the RTB. The Tenant acknowledged receipt of these documents and no issues regarding service or receipt were raised. As such, I accepted the Landlord's submission as evidence for these proceedings.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Has the Landlord proven entitlement to monetary compensation?

### Background and Evidence

The Landlord submitted evidence that the Tenant entered into a fixed term tenancy agreement that began on April 1, 2015 and was not scheduled to end until March 31, 2016. The Tenant occupied the rental unit as of March 8, 2015. Rent of \$1,550.00 was

payable on or before the first of each month. On March 5, 2015 the Tenant paid \$775.00 as the security deposit.

As per the details of the dispute listed on the application for Dispute Resolution, the Landlord sought \$3,956.98 monetary compensation comprised of: \$1,550.00 May 2015 rent; \$25.00 for May 2015 late payment fee; \$1,550.00 June 2015 rent; \$25.00 June 2015 late payment fee; \$300.00 liquidated damages; \$100.00 cleaning; \$125.00 carpet cleaning; \$75.00 key replacement; \$200.00 debris removal; plus \$6.98 for light bulb replacement.

Upon review of the Landlord's application the Tenant stated she was in agreement to pay for everything claimed excluding the May rent and May late payment fees. The Tenant submitted that the May 2015 rent had been paid on time and in full.

The Landlord confirmed that May 2015 rent was paid on time and in full. She also stated that she was withdrawing her request for \$75.00 for replacement keys as all of the keys had been returned.

The Landlord testified that she was now seeking a monetary order for **\$2,306.98** (\$3,956.98 - \$1,550.00 - \$25.00 - \$75.00), deducting the May rent, May late fee, and the key replacement charge. She also submitted that she will work with the Tenant on a payment plan.

### Analysis

The *Residential Tenancy Act* (the *Act*), stipulates provisions relating to these matters as follows:

**Section 7** of the Act provides as follows in respect to claims for monetary losses and for damages made herein:

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- 7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The Tenant appeared and provided affirmed testimony agreeing to pay the \$2,306.98 as claimed by the Landlord. Therefore, as the claim is undisputed, I grant the Landlord's request for a Monetary Order in the amount of **\$2,306.98**.

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) [*starting proceedings*] or 79 (3) (b) [*application for review of director's decision*] by one party to a dispute resolution proceeding to another party or to the director.

The Landlord has succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the Act.

**Monetary Order** – I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security deposit plus interest as follows:

Landlord's monetary award	\$2,306.98
Filing Fee	<u>50.00</u>
<b>SUBTOTAL</b>	\$2,356.98
<b>LESS:</b> Security Deposit \$775.00 + Interest 0.00	<u>- 775.00</u>
<b>Offset amount due to the Landlord</b>	<b><u>\$1,581.98</u></b>

The Landlord has been issued a Monetary Order in the amount of **\$1,581.98** which must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with Small Claims Court and enforced as an Order of that Court.

### Conclusion

The Landlord has succeeded with their application and was awarded monetary compensation of \$2,356.98. The monetary award was offset against the Tenant's security deposit leaving a balance owed to the Landlord of \$1,581.98

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 26, 2016

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Residential Tenancy Branch

