



# 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, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing by conference call and gave undisputed affirmed evidence. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on September 11, 2015. The landlord has provided copies of the Canada Post Customer Receipt Tracking numbers as confirmation of service. I accept the undisputed affirmed evidence of the landlord and find that the tenants were properly served with the notice of hearing package(s) and the submitted documentary evidence as per sections 88 and 89 of the Act. The landlord stated that the tenants signed in receipt of the packages on September 14, 2015. As such, I find that the tenants are deemed to have received the notice of hearing packages and the submitted documentary evidence 5 days later as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2014 on a fixed term tenancy ending on August 31, 2015 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated September 27, 2014.

A condition inspection report for the move-in was completed by both parties on August 30, 2014 and a condition inspection report for the move-out was completed by both parties on September 2, 2015. The landlord received the tenants' forwarding address in writing during the condition inspection report for the move-out on September 2, 2015.

The monthly rent was \$750.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$375.00 was paid on August 27, 2014.

The landlord seeks a monetary claim of \$516.00 which consists of:

\$120.00	Cleaning
\$95.00	Carpet Cleaning
\$6.00	Lightbulb replacements
\$50.00	Repairs for hallway walls
\$60.00	Replacement of Heat Detector
\$60.00	Replacement of blinds (bedroom)
\$100.00	Replacement of Screens (Patio Door)

The landlord stated that the tenants provided notice on July 9, 2015 to vacate the rental unit on August 31, 2015. The landlord stated that a condition inspection report for the move-out was completed by both parties on September 2, 2015. The landlord stated that the tenants left the rental premises dirty and damaged requiring the above noted costs.

The landlord has submitted in support of their application copies of:

- Invoice dated September 15, 2015 for \$120.00 for cleaning.
- Invoice dated September 27, 2015 for \$85.17 for replacement of heat detector.
- A handwritten receipt for \$20.00 to replace a metal transition (carpet to lino).
- A Receipt dated September 11, 2015 for \$49.25 for a blind.
- A Receipt dated September 13, 2015 for \$20.47 for bulbs.
- Invoice dated September 22, 2015 for \$148.38 for labour costs to fix Repairs.

### Analysis

Section 67 of the Act provides that, where an arbitrator has found that damages or loss results from a party not complying with the Act, an arbitrator may determine the amount of damages or loss and order the wrongdoer to pay compensation to the claimant. The claimant bears the burden of proof. The claimant must show the existence of the damage or loss, and that it stemmed directly from a violation of the agreement or a contravention of the Act by the wrongdoer. If this is established, the claimant must provide evidence of the monetary amount of the damage or loss.

I accept the undisputed affirmed evidence of the landlord and find that a claim in damages has been established based upon the completed condition inspection reports for the move-in and the move-out and copies of the invoices/receipts for the costs in repairs/replacement.

The landlord applied to keep the tenant's \$375.00 security deposit. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$166.00 under the following terms:

<b>Item</b>	<b>Amount</b>
Cleaning	\$120.00
Carpet Cleaning	95.00
Lightbulb Replacements	6.00
Repair Hallway Wall	50.00
Replace Heat Detector	60.00
Replace Blind (bedroom)	60.00
Replace Screen on Patio Door	100.00
Offset Security Deposit	-375.00
Recover Filing Fee	50.00
<b>Total Monetary Order</b>	<b>\$166.00</b>

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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: March 15, 2016

---

Residential Tenancy Branch

