



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERT MANAGEMENT LTD  
And (tenant name suppressed to protect privacy)

## **DECISION**

Dispute Codes      MND MNR MNSD FF

### Introduction

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

- a monetary order for unpaid rent and for damage to the unit 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;
- authorization to recover the filing fee paid for this application

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on November 18, 2015 a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. And on March 29, 2016, the landlord's evidence package was sent to the tenant by registered mail. The landlord provided registered mail tracking numbers in support of service of both the above.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution, Notice of Dispute Resolution Hearing and evidence package pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The tenancy began on April 1, 2014 with a monthly rent of \$850.00 payable on the 1<sup>st</sup> day of each month. A written tenancy agreement was signed and provided on file. The tenant paid a security deposit of \$425.00 at the start of the tenancy which the landlord continues to hold.

The landlord provided a monetary order worksheet with her application in which she claims a total of \$1550.00 comprised of the following:

- Outstanding rent for the month of November 2015 in the amount of \$850.00. The landlord testified that rent had not been paid for this month and the tenant did not vacate the rental unit until November 17, 2015.
- Outstanding storage locker rent of \$20.00 for the month of November. The landlord testified that the tenant rented a storage locker from the strata corporation and did not pay storage locker rent for November 2015.
- An amount of \$260.00 for suite cleaning done by an on-site caretaker. The landlord submitted an invoice of hours billed by the caretaker.
- An amount of \$150.00 for carpet cleaning. In the hearing, the landlord amended this to a reduced amount of \$99.75 as the actual invoice was less than the original amount claimed. An invoice for carpet cleaning was provided by the landlord.
- An amount of \$100.00 for painting work completed by the caretaker which included supplies. Invoice and receipts were provided by the landlord.
- An amount of \$60.00 for replacement of blinds. The landlord provided an invoice for the purchase of new blinds.
- An amount of \$25.00 for replacement of a shelf and \$50.00 for key replacement. In the hearing, the landlord requested to remove these two charges from her application.

The landlord's total amended claim was in the amount of \$1389.75.

### Analysis

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$850.00 but failed to pay rent for the month of November 2015. I also accept the landlord's claim for the outstanding rent for the storage locker in the amount of \$20.00 for the month of November 2015. I also accept the landlords claim for cleaning and repair related costs as claimed including the cost of replacement blinds. The uncontested testimony of the landlord, condition inspection report and copies of invoices provided by the landlord support a finding that the landlord incurred a loss and the amounts claimed by the landlord are reasonable to recover this loss.

The landlord continues to hold a security deposit in the amount of \$425.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$964.75.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$964.75. Should the tenant 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: June 14, 2016

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Residential Tenancy Branch