



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, 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 the filing fee for this application from the tenants pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that both the tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on December 9, 2015 and has provided a copy of the Canada Post Customer Receipt Tracking numbers as confirmation of service. The landlord clarified that the package for the tenant, R.P. was received and signed for on December 15, 2015. The package for the tenant, J.L. was returned as unclaimed by Canada Post. The landlord also stated that a subsequent package consisting of the landlord's documentary evidence was served to the tenants via Canada Post Registered Mail on May 24, 2016. I accept the undisputed affirmed evidence of the landlord and find that the tenants were both properly served with the notice of hearing packages and the submitted documentary evidence as per sections 88 and 89 of the Act via Canada Post Registered Mail. I find that the tenants are both deemed to have received the packages 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 to the rental unit, 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 December 1, 2014 on a fixed term tenancy until October 31, 2015 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated October 31, 2014. The monthly rent was \$1,250.00 payable on the 1st day of each month and a security deposit of \$625.00 was paid on October 31, 2014. A condition inspection report was completed by both parties on November 7, 2014. A condition inspection report for the move-out was completed by the landlord only on December 1, 2015. The landlord received a notice to vacate in writing given on October 29, 2015 for November 30, 2015.

The landlord seeks an amended monetary claim lowering the amount from \$952.50 to \$707.70 which consists of:

\$170.00	Suite Cleaning
\$162.75	Carpet Cleaning
\$9.95	Lightbulb replacements
\$20.00	Removal of sticks on walls
\$160.00	Wall Repairs
\$30.00	Replacement of furnace filter
\$155.00	Garbage removal/dump charge

The landlord also submitted an invoice dated December 15, 2015 from H. to Help detailing the work performed by the contractor for the landlord totalling, \$741.53 with a \$33.83 difference. No details of the difference were provided.

The landlord provided undisputed affirmed testimony that the tenant gave notice on October 29, 2015 to vacate the rental premises on November 30, 2015. The landlord stated that the move-out condition inspection was scheduled for 11am on November 30,

2015 which the tenants failed to attend, but did leave a phone message. The landlords were advised that the inspection could continue without them being present in an email. The landlord states that the tenants left the premises dirty with garbage and damaged.

The landlord also relies upon the submitted 30 photographs of the rental premises taken at the end of the tenancy during the condition inspection report for the move-out. The photographs show the condition of the rental premises as dirty, filled with garbage and with damage to the walls.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find that a claim has been established for the amended monetary claim of \$707.70. The landlord has relied upon the completed condition inspection report for the move-in dated November 7, 2014 in comparison with the condition inspection report completed by only the landlord on December 1, 2015 and the 30 submitted photographs. The landlord has also provided a copy of the invoice dated December 15, 2015 from the landlord's contractor for the detailed work performed.

The landlord applied to keep the tenant's \$625.00 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 \$132.70 under the following terms:

Item	Amount
Suite Cleaning	\$170.00
Carpet Cleaning	162.75
Lightbulb Replacement	9.95
Removal of Stickers on walls	20.00
Wall Repairs	160.00
Replacement of Furnace Filter	30.00
Garbage Removal/Dump Charge	155.00
Recovery of Filing Fee	50.00
Offset Security Deposit	-625.00
Total Monetary Order	\$132.70

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 orders 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: July 05, 2016

Residential Tenancy Branch