



# 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      FF, MND, MNDC, MNR, MNSD

### Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1480.15, recovery of the \$50.00 filing fee, and requesting an Order to retain the full security deposit of \$425.00 towards the claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on December 22, 2015, and signed for on December 29, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that the tenant did not properly clean the rental unit at the end of the tenancy and therefore a further seven hours of cleaning was required, at a cost of \$110.00.

The applicant further testified that the tenant failed to clean the carpets at the end of the tenancy, leaving them dirty, although not stained, and therefore they have been cleaned at a cost of \$89.25.

The applicant further testified that the tenant left numerous scrapes on the walls, broken window trims, and blinds were off the walls, and as a result those all had to be repaired. The actual repair costs totaled \$402.00, however they have only claimed \$370.00.

The applicant further testified that the tenants breached a fixed term tenancy agreement that required that a \$300.00 lease breaking fee be paid if the tenant vacated prior to the end of the fixed term.

When the tenant vacated they attempted to re-rent the unit for as soon as possible, however they lost one half months rent in the month of January 2016, for a total of \$412.00.

The tenants also failed to pay their outstanding Hydro Bills totaling \$386.65, however they have only claimed \$198.96.

Therefore the total amount claimed is as follows.

Seven hours of cleaning	\$110.00
Carpet cleaning cost	\$89.25
Repair and paint walls	\$250.00
Repair window trim and re-hang blinds	\$120.00
Lease breaking fee	\$300.00
Lost rental revenue	\$412.00
Hydroelectric costs	\$198.90
Filing fee	\$50.00
Total	\$1530.15

### Analysis

In the absence of any testimony from the tenant is my finding that the landlord has established the full amount claimed.

I accept the landlord's testimony that the rental unit was left in need of cleaning and carpet cleaning and I allow that portion of the claim.

I also accept the landlords claim that the rental unit was left damaged and in need of wall repair, painting, window repairs, and re-hanging of blinds and therefore I allow those portions of the claim.

I have reviewed the tenancy agreement and the tenant did agree to pay a \$300.00 lease breaking fee if she ended the tenancy before the end of the fixed term and I therefore allow that portion of the claim.

It is also my finding that the landlord has shown that they suffered lost rental revenue of \$412.00 as a result of the breach of the fixed term tenancy agreement, and I therefore also allow that portion of the claim.

It is also my finding that the landlords have shown that the tenant left outstanding Hydro bills in excess of the amount they are claiming and therefore I allow the amount the landlord has claim for outstanding Hydro electricity bills.

Having allowed the landlords full claim I also Order recovery of the filing fee.

### Conclusion

Having allowed the landlords full claim pursuant to section 67 of the Residential Tenancy Act, I Order that the landlords may retain the full security deposit of \$425.00, and in I have issued a Monetary Order in the amount of \$1105.15.

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 25, 2016

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Residential Tenancy Branch