



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, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order. The hearing was conducted by conference call.

The landlord was represented in the hearing. The tenant did not attend although served with the application and Notice of Hearing as well as supporting evidence sent by registered mail to the respective forwarding addresses provided by the tenants at the end of the tenancy. The landlord provided proof of mail registration including the tracking number for the mail.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started November 01, 2015 and ended when the tenant's abandoned the unit on or about the end of December 2015. Rent payable under the tenancy agreement was \$750.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$375.00 which they retain in trust. At the start and end of the tenancy the landlord conducted condition inspections with respective inspection reports. The end of tenancy inspection was conducted solely by the landlord.

The landlord claims that the tenant left the rental unit unclean and damaged. The landlord claimed cleaning costs of \$160.00 supported by a timesheet completed by the

landlord's staff, and carpet cleaning costs of \$89.25 supported by an invoice for the service. The landlord also seeks unpaid rent for half the portion of January 2016 as the landlord was able to re-rent the unit mid-month. The landlord further seeks a \$25.00 late fee associated with the unpaid rent, pursuant to the tenancy agreement. The landlord also seeks \$10 to replace a broken light switch. The sum of the landlord's monetary claim is offset by an \$8.00 credit on the tenant's ledger for a total claim of \$651.25.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the majority of the amounts claimed. In the absence of a receipt for the light switch I dismiss this portion of the claim. None the less the landlord is entitled to compensation in the amount of \$641.25. The landlord is further entitled to recover the \$100.00 filing fee paid for their application for a total award of **\$741.25**.

Conclusion

I order that the landlord retain the deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$366.25**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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: September 06, 2016

Residential Tenancy Branch

