



# 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, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the company Landlord on May 13, 2016. The Landlord applied for a Monetary Order for: damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to keep part of the Tenants’ security and pet damage deposits; and to recover the filing fee from the Tenants.

An agent for the company Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony as well as documentary and photographic evidence prior to the hearing. However, there was no appearance for the Tenants or any submission of documentary evidence prior to the hearing. Therefore, I turned my mind to the service of documents for this hearing. The Landlord testified that each Tenant was served with a copy of the Application and the Notice of Hearing documents by registered mail on May 18, 2016. The Landlord provided the Canada Post tracking numbers as evidence to support this method of service. Section 90 of the Act states that a document served by mail is deemed to have been received five days after it is sent. Therefore, based on the undisputed evidence before me, I find both Tenants were deemed served the required documents on May 23, 2016. The hearing continued to hear the undisputed evidence of the Landlord.

### Issue(s) to be Decided

Is the Landlord entitled to keep part of the Tenants’ security and pet damage deposits?

### Background and Evidence

The Landlord testified that the tenancy started on April 1, 2014 for a fixed term of one year after which the tenancy agreement continued on a month-to-month basis.

Rent under the written tenancy agreement was payable by the Tenants in the amount of \$1,750.00 on the first day of each month. On March 12, 2014 the Tenants paid the Landlord a security deposit of \$875.00 and a pet damage deposit of \$875.00 (herein referred to as the "Deposits"). The parties completed a move-in Condition Inspection Report (the "CIR") on March 28, 2014.

The Landlord testified that the tenancy ended on April 30, 2016 at which a point a move-out CIR was completed. The CIR was provided into evidence which reflects the Tenants' forwarding address provided to the Landlord. The Landlord testified that they had returned \$1,135.75 of the Tenants' Deposits at the end of the tenancy and had filed on May 13, 2016 to keep the remaining amount of \$614.25 inclusive of the filing fee.

The Landlords testified that the Tenants failed to clean the rental unit and the yard at the end of the tenancy. The Landlord had to use professional services to clean the yard and the rental unit for a cost of \$140.00 for cleaning and \$175.00 for the yard clean up (even though a claim of \$200.00 was made for this portion of the claim).

The Landlord testified that the Tenants had also damaged blinds in bedroom number two as well as a crisper draw in the fridge. The Landlord provided invoices for the replacement cost of the blinds at \$49.25 and replacement of the crisper draw for \$122.53. The Landlord confirmed in the hearing that the total amount for the cleaning and damages being claimed from the Tenants was \$486.78.

The Landlord referred to photographic evidence as well as the CIR to show the damages and lack of cleaning that had been done by the Tenants at the end of the tenancy.

### Analysis

The Tenants failed to appear for the hearing and did not provide any evidence in advance of this hearing. As a result, I have completed the following analysis of the Landlord's claim based on the undisputed evidence of the Landlord and on the balance of probabilities.

Firstly, I find that the Landlord made the Application to keep the Tenants' Deposits within the 15 day time limit imposed by Section 38(1) of the Act.

Secondly, Section 37(2) of the Act requires a tenant to leave a rental suite at the end of the tenancy reasonably clean and undamaged except for reasonable wear and tear. In addition, Section 21 of the Residential Tenancy Regulation states that in dispute

resolution proceedings, a CIR is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Based on the foregoing, I find the Landlord provided sufficient evidence to show that the Tenants failed to leave the rental unit reasonably clean and undamaged as required by the Act. I am satisfied that the Landlord has verified the losses being claimed and I grant the Landlords claim of \$486.78.

I also find the Landlord is entitled to recover from the Tenants the \$100.00 filing fee for the cost of this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants to the Landlord is \$586.78.

As the Landlord holds \$614.25 of the Tenants' Deposits, I order the Landlord to retain \$586.78 from this amount in full satisfaction of the Landlord's monetary claim pursuant to Section 72(2) (b) of the Act.

Accordingly, I order the Landlord to return the outstanding balance of the Tenants' Deposits after making the above deduction, in the amount of \$27.47. The Tenants are issued with a Monetary Order for this amount which is enforceable if the Landlord fails to make payment.

### Conclusion

I order the Landlord to retain \$586.78 from the Tenants' Deposits. The Landlord must return the balance of the Deposits held of \$27.47 to the Tenants forthwith. 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: October 26, 2016

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Residential Tenancy Branch