



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

On May 18, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the rental unit; for money owed or compensation for damage or loss; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord's agents ('the Landlord') attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Hearing by Registered Mail on May 25, 2016. The Landlord testified that the Tenant picked up the Registered Mail on May 28, 2016. The Landlord provided the Registered Mail tracking number as proof of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the Residential Tenancy Act (the Act).

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the Landlord entitled to a monetary order due to damage to the rental unit?
Is the Landlord entitled to keep the security deposit in partial satisfaction of the claim?
Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2009, as a 1 year fixed term tenancy that continued thereafter as a month to month tenancy. Rent in the amount of \$1,590.00 was payable on the first of each month. The Tenant paid the Landlord a security deposit of \$750.00.

The Landlord testified that on the day of the scheduled move out inspection, the Tenant was not ready. The inspection was rescheduled for May 5, 2016, to give the Tenant more time to clean the rental unit.

The Landlord testified that at the move out inspection on May 5, 2016, the rental unit was still dirty and needed repairs. The Landlord has provided 91 color photographs showing the condition of the rental unit when the Tenant left.

The Landlord testified that the unit required 36 hours of cleaning. The Landlord is claiming \$600.00 for the cost of cleaning the rental unit.

The Landlord testified that the Tenant damaged three window blinds in the rental unit. The Landlord is claiming \$75.00 for the replacement cost of the three blinds.

The Landlord testified that the Tenant left his own appliances behind when he moved out of the rental unit. The Landlord testified that the appliances need to be disposed of. The Landlord is claiming \$300.00 for the cost of disposing of the appliances.

The Landlord testified that the Tenant damaged the carpet in the basement of the rental unit. The Landlord is claiming the amount of \$400.00 for a new carpet.

The Landlord provided an incoming/ outgoing inspection report documenting the condition of the rental unit on May 1, 2009 and again on May 5, 2016.

The Landlord is asking to retain the security deposit in the amount of \$750.00 in partial satisfaction of the Landlord's claim.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

The inspection report and the color photographs provided by the Landlord shows that the rental unit was extremely dirty and damaged at the end of the tenancy. I find that the Tenant is responsible for the repair of the damage and for the cleaning that the Landlord performed.

The Landlord has provided sufficient evidence to support their claims for cleaning and damage and I grant the Landlord \$1,375.00 for the full amount of their claims.

The Landlord testified that the Tenant moved out on May 5, 2016, and I find that the Landlord's made Application requesting to retain the security deposit within 15 days of the end of the tenancy. I order that the Landlord can keep the security deposit in the amount of \$750.00 in partial satisfaction of the claim for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful with their claims. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,475.00 comprised of \$1375.00 for cleaning and damage and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$750.00 towards the claim of \$1475.00, I find that the Landlord is entitled to a monetary order in the amount of \$725.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Landlord is awarded the recovery of the filing fee against the Tenant.

I order that the Landlord can keep the security deposit in the amount of \$750.00 in partial satisfaction of the Landlord's claim.

After setting off the amount of the security deposit, the Landlord is granted a monetary order in the amount of \$725.00.

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: November 16, 2016

Residential Tenancy Branch