



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, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$529.00, and requesting an order to retain the full security deposit of \$375.00 towards the claim.

The applicant testified, that the respondent was served with notice of the hearing by registered mail that was mailed on October 13, 2016; 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 conducted the hearing in the respondent's absence.

All 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 this tenancy began on November 1, 2012 and ended on October 3, 2016.

The applicant further testified that, as can be seen by the photo evidence she has supplied, the tenant left the rental unit extremely dirty, and with a large amount of debris left behind.

The applicant testified that, due to the condition of the rental unit, they had to do extensive cleaning, however, although they had originally also claimed for carpet cleaning, they are withdrawing that portion of the claim, as they subsequently replaced the carpets.

The applicant further testified that the tenant left the blinds in the rental unit damaged beyond repair.

The applicant further testified that the tenant did not return all keys to the rental unit and therefore they had to rekey the locks, and pay the strata for an exterior Key.

The applicant therefore requests a reduced monetary order as follows:

Suite cleaning	\$184.00
Debris removal	\$140.00
Damaged blinds	\$55.95
Replace keys and rekey locks	\$95.00
Filing fee	\$100.00
Total	\$574.95

The applicant further requests an order to retain the full security deposit of \$375.00 towards the claim, and requests that a monetary order be issued for the difference.

Analysis

I have reviewed the evidence provided by the landlord, and it is obvious that the tenant left this rental unit in need of significant cleaning and debris removal and I therefore allow the full amounts claimed.

It is also my finding that the tenant left the blinds in the rental unit damaged beyond repair, and I therefore allow the landlords claim for the damaged blinds.

I also accept the landlord's testimony that the tenant failed to return all the keys to the rental unit, and I therefore also allow the landlords claim for rekeying locks and replacing keys.

Having allowed the landlords full reduced claim, I also allow the request for recovery of the \$100.00 filing fee.

Conclusion

Pursuant to sections 67 and 72 of the Residential Tenancy Act I have allowed the landlords full monetary claim of \$574.95, and therefore pursuant to section 38 of the Residential Tenancy Act, I order that the landlord may retain the full security deposit of \$375.00 and I have issued a monetary order in the amount of \$199.95

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: April 20, 2017

Residential Tenancy Branch