



# Dispute Resolution Services

Page: 1

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 as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damages to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

Two agents for the landlord (the "agents") attended the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agents testified that the Notice of Hearing, Application and documentary evidence were served on the tenant via registered mail on May 10, 2017 to the forwarding address provided by telephone by the tenant on March 1, 2017. The agents provided the registered mail tracking number in evidence which has been included on the cover page of this decision for ease of reference. According to the agents and the online registered mail tracking website, the package was returned to the landlord as "unclaimed". Section 90 of the *Act* indicates that documents served by registered mail are deemed served five days after they are mailed. Based on the evidence before me, I deem that the tenant was served as of May 15, 2017 with the Notice of Hearing, Application and documentary evidence. As a result, the hearing continued without the tenant present.

### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

### Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A fixed term tenancy began on June 1, 2013 and reverted to a month to month tenancy after November 30, 2013. The agents stated that the tenant vacated the rental unit on March 1, 2017. Monthly rent was \$675.00 per month and was due on the first day of each month. The agents affirmed that the tenant paid a \$337.50 security deposit at the start of the tenancy which the landlord continues to hold.

The landlord's monetary claim of \$715.99 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning	\$217.35
2. Painting	\$315.00
3. Change locks	\$108.64
4. Damage to closet door	\$75.00
<b>TOTAL</b>	<b>\$715.99</b>

Regarding item 1, the agents referred to many colour photos and the condition inspection report submitted in evidence. The agents also referred to the Final Opportunity to Schedule a Condition Inspection document submitted in evidence and affirmed that the tenant failed to attend for the condition inspection report and as a result, the landlord completed the condition inspection without the tenant present. The agents also presented a receipt in the amount of \$217.35 which supports the cost of cleaning being claimed. The colour photos showed a rental unit with furniture, wall stickers, debris, and other items in the rental unit.

Regarding item 2, the landlord has claimed \$315.00 for the cost to repaint only a portion of the rental unit that was damaged by the tenant. The agents referred to a bedroom picture which showed wall stickers that had torn the top layer of paint and drywall off the wall. The landlord submitted a receipt in evidence in support of the full amount being claimed for this item.

Regarding item 3, the agents confirmed that the tenant failed to return the rental unit keys which resulted in the landlord having to change the locks at a cost to the landlord in the amount of \$108.64. The landlord submitted a receipt which supports this portion of the landlord's claim.

Regarding item 4, the agents stated that while they originally applied for the amount of \$75.00 for this portion of the landlord's claim to repair a damaged closet door, the actual amount was \$154.76 which is supported by a receipt submitted in evidence. The agents were advised that due to the fact that the landlord failed to properly amend their application in accordance with the Rules of Procedure for an amount higher than \$75.00 for item 4, the landlord would not be permitted to increase their monetary claim at the hearing as I find that increasing the monetary claim at the hearing would be prejudicial to the respondent tenant as the tenant was not served with an amendment under the *Act*. As a result, the agents were advised that the maximum amount that could be claimed for item 4 was the original claimed amount of \$75.00. The agents referred to the condition inspection report and the colour photos which support that the closet door was damaged during the tenancy.

### Analysis

Based on the undisputed documentary evidence and undisputed testimony of the agents provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$715.99**. In addition, as I find the landlord's application has merit, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00** as the landlord's application is successful. In reaching this finding, I have considered the undisputed testimony of the agents and that the application was unopposed by the tenant. I also find that the colour photos, receipts, and condition inspection report fully support all items being claimed by the landlord.

Furthermore, I find that the tenant breached section 37 of the *Act* which requires that the tenant leave the rental unit in a reasonably clean condition at the end of the tenancy.

I find that the landlord has established a total monetary claim of **\$815.99** comprised of \$715.99 for items 1 to 4 plus \$100.00 for the full recovery of the cost of the filing fee pursuant to section 72 of the *Act*. I authorize the landlord to retain the tenant's full security deposit of \$337.50 which has accrued no interest to date in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$478.49**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

### Conclusion

The landlord's application is successful.

The landlord has established a total monetary claim of \$815.99 and has been authorized to retain the tenant's full security deposit of \$337.50 to offset that amount. The landlord is also granted a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of \$478.49. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: August 18, 2017

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Residential Tenancy Branch