



# 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 by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on March 31, 2017 for a Monetary Order for: damage to the rental unit; for unpaid rent; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenants' security deposit; 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 evidence prior to the hearing. However, there was no appearance for the Tenants during the 13 minute hearing. Therefore, I turned my mind to the service of documents by the Landlord.

The Landlord testified that she served each Tenant with a copy of the Application and the Hearing Package to the Tenants' forwarding address by registered mail. The Landlord provided the Canada Post tracking number for each Tenant into evidence to verify this method of service. The Landlord testified that the Canada Post website shows that the female Tenant received and signed for the documents on April 6, 2017 and the male Tenant signed for the documents on April 11, 2017. Therefore, I find the Landlord effected service pursuant to Section 89(1) (c) of the Act.

### Issue(s) to be Decided

Is the Landlord entitled to unpaid rent and damages to the rental unit?

- Is the Landlord entitled to keep the Tenants' security deposit in partial satisfaction of the monetary claim?
- Is the Landlord entitled to recover the filing fee from the Tenants?

### Background and Evidence

The Landlord testified that this tenancy started on July 1, 2016 for a fixed term of one year which then set to continue on a month to month basis thereafter. Rent was payable by the Tenants in the amount of \$800.00 on the first day of each month. The Tenants paid a security deposit of \$400.00 on March 5, 2016 which the Landlord still holds in trust. The Landlord testified to and provided a copy of the move-in Condition Inspection Report (the "CIR") which was completed with the Tenants on March 24, 2016.

The Landlord testified that on March 1, 2017 the Tenants failed to pay rent. As a result, the Tenants were then served with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "10 Day Notice") dated March 7, 2017. The 10 Day Notice was posted to the rental unit door on March 8, 2017 and detailed a vacancy date of March 17, 2017 due to \$800.00 payable on March 1, 2017.

The Landlord testified that the Tenants accepted the 10 Day Notice and vacated the rental unit pursuant to the vacancy date of March 17, 2017 without paying rent. A move-out CIR was completed with the Tenants on the same day and this was when the Tenants provided the Landlord with their forwarding address.

The Landlord now claims unpaid rent for March 2017 in the amount of \$800.00. The Landlord also claim a late payment of rent fee of \$25.00 as provided for by clause B of the addendum to the tenancy agreement which was provided into evidence.

The Landlord testified that the Tenants did undertake some cleaning of the rental unit at the end of the tenancy. However, the kitchen cupboards, floors, some baseboards, the bathrooms, moldings, and some walls required cleaning. The Landlord employed the services of a cleaning company who charged for five hours of cleaning for a total of \$124.00 as evidenced by an invoice showing this cost.

The Landlord testified that the Tenants had also failed to clean the carpets which were stained at the end of the tenancy. Therefore, the Landlord had them cleaned for a cost of \$89.25 as verified by an invoice submitted into evidence.

The Landlord testified that the Tenants were charged with \$20.00 for the cost of yard cleaning which they had failed to do at the end of the tenancy. The Landlord testified that the Tenants only paid \$15.00 of this cost and now claims the outstanding \$5.00 back from the Tenants.

The Landlord testified that the Tenants also damaged two sets of blinds in the living room and one set of blinds in the bedroom. For this damage, the Landlord seeks \$302.07 for replacement blinds as verified by an invoice for this cost.

The Landlord testified that the Tenants had caused damage to a living room wall which had to be repainted. The Landlord explained that the entire rental unit was painted at a cost of \$1,200.00 from which the Landlord only seeks \$50.00 for the re-painting of the one wall which exhibited damage. The Landlord testified that this amount included the proportionate labor and paint.

For all of the above damages, the Landlord referred to the CIR to evidence the damages caused by the Tenants. In total, the Landlord seeks \$1,296.12 from the Tenants in unpaid rent and damages to the rental unit.

#### Analysis

Section 26(1) of the Act requires a tenant to pay rent under a tenancy agreement whether or not the landlord complies with the Act. In this case, I am satisfied by the undisputed evidence before me that the Tenants vacated the rental unit on March 17, 2017 without paying rent which they were obligated to pay. Therefore, I grant the Landlord unpaid rent for March 2017 in the amount of \$800.00.

Section 7(1) (d) of the *Residential Tenancy Regulation* allows a landlord to charge an administration fee up to \$25.00 for late payment of rent if the tenancy agreement provides for this fee. The Landlord provided a copy of the tenancy agreement which provides for a late fee of \$25.00 for unpaid rent. As the Tenants failed to pay any rent for March 2017, I find the Landlord is entitled to the \$25.00 late rent fee claimed.

Section 37(2) of the Act requires a tenant to leave a rental unit undamaged at the end of a tenancy. In addition, Section 21 of the *Residential Tenancy Regulation* allows a CIR to be considered as evidence of the state of repair and condition of the rental unit, unless a party has a preponderance of evidence to the contrary.

The Tenants failed to appear for this hearing and provided no evidence to rebut the Landlord's claim. Therefore, I rely on the undisputed evidence of the Landlord and find the Tenants: failed to clean the rental and the carpets; caused damage to the blinds which required replacement; and caused damage to the living room wall which required re-painting. Therefore, a total of \$476.87 (\$124.80 + \$89.25 + \$302.07 + \$50.00) is awarded to the Landlord for this portion of the claim.

I also accept the Landlord's oral evidence that the Tenants owe \$5.00 to the Landlord for yard cleanup which remained unpaid at the time of this hearing.

I am satisfied by the invoice evidence before me that the amounts sought by the Landlord are verified. As a result, I award the Landlord the total claim of \$1,396.12.

As the Landlord has been successful in this matter, I also grant the Landlord the \$100.00 filing fee pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants is \$1,496.12.

As the Landlord holds \$400.00 in the Tenants' security deposit, I order the Landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 72(2) (b) of the Act. As a result, the Landlord is issued with a Monetary Order for the remaining balance of \$1,096.12.

This order must be served on the Tenants and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenants fail to make payment. Copies of this order are attached to the Landlord's copy of this Decision. The Tenants may also be held liable for any enforcement costs incurred by the Landlord.

### Conclusion

The Tenants breached the Act by failing to pay rent and caused damage to the rental unit. Therefore, the Landlord may keep the Tenants' security deposit and is granted a Monetary Order for the remaining balance in the amount of \$1,096.12. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: August 31, 2017

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Residential Tenancy Branch