



# 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      MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for money owed, for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on June 16, 2017, and was successfully delivered to the tenant on June 22, 2017, a Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to a monetary order for money owed?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

## Background and Evidence

The parties entered into a fixed term tenancy that began on October 1, 2016 and was to expire on September 30, 2017. Rent in the amount of \$1,350.00 was payable on the first of each month. The tenant paid a security deposit of \$675.00.

The landlord claims as follows:

a.	Liquidated damages	\$ 300.00
b.	Plumbing – clogged drain	\$ 48.30
c.	Rental unit cleaning	\$ 217.35
d.	Carpet Cleaning	\$ 157.50
e.	Removal and disposal of items	\$ 228.71
f.	Burnt out light bulbs	\$ 11.19
g.	Change locks	\$ 106.05
h.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$1,169.10</b>

The landlord testified that the tenant breached the fixed term agreement and the tenancy agreement provides a clause that the landlord is entitled to recover the amount of \$300.00 for the administrative costs of re-renting.

The landlord testified that the bathroom sink was clogged with hair that had to be removed. The landlord stated the receipt provide also includes other items such as tightening the taps; however, they deducted those amount from the invoice as those are the landlord's responsibilities.

The landlord testified that the rental unit is three stories and was not reasonable left clean. There was garbage left behind the floors, window, walls all need to be cleaned.

The landlord testified that the tenant left the carpets dirty and stained. The landlord stated they had to have the carpets professionally cleaned.

The landlord testified that the tenant left items behind, such as a large deep freeze and garbage. These items had to be removed and disposed of. The landlord stated the invoice provided for the labour to install burnt out light bulbs.

The landlord testified that the tenant did not replace burnt out bulbs at the end of the tenancy and they had to be replaced.

The landlord testified that the tenant did not return the keys. The landlord stated that there was an agreement that the tenant would come back and do the rest of the cleaning and remove the deep freeze; however, they never did return the keys.

Filed in evidence is a move out condition inspection report, photographs, and receipts that support the landlord claim.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 45(2) (b) of the Act states: *A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than the date specified in the tenancy agreement as the end of the tenancy.*

Under section 37 of the Act, the tenant is required to return the rental unit to the landlord(s) reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the unopposed evidence of the landlord as described above. This is supported by documentary evidence.

I find the tenant breached section 42(b) of the Act when they ended the tenancy earlier than the Act allowed. Therefore, I find the landlord is entitled to recover liquidated damages as stated in the tenancy agreement in the amount of **\$300.00**.

I further find the tenant breached section 37 of the Act when they failed to leave the rental unit reasonable cleaned and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the cost in the amount of **\$769.10**.

I find that the landlord has established a total monetary claim of **\$1,169.10** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$675.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$394.10**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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 24, 2017

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Residential Tenancy Branch