



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security & pet damage deposits / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on November 1, 2010. Monthly rent of \$750.00 was payable on the first day of the month. A security & pet damage deposit, each in the amount of \$375.00 were collected. A move-in condition inspection and report were completed on October 31, 2010.

By letter dated December 30, 2011, the tenant gave notice to end the tenancy effective either by December 31, 2011 or January 1, 2012. In her letter the tenant also informed the landlord of her forwarding address. Subsequently, the tenant vacated the unit on December 31, 2011 and a move-out condition inspection and report were completed on that same date. While the tenant acknowledged responsibility for the need for certain cleaning and repairs, some of the related costs identified by the landlord presented a barrier to settlement of the matter directly between the parties. The landlord filed her application for dispute resolution on January 12, 2012.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 32 of the Act speaks to **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

\$352.80: amount originally claimed for painting, including supplies, labour and preparation.

**\$200.00\***: amount agreed to for painting, including supplies, labour and preparation.

\$868.00: amount originally claimed for replacement of kitchen countertops.

**\$500.00\***: amount agreed to for replacement of kitchen countertops.

**\$25.70\***: amount originally claimed / amount agreed to for replacement of light bulbs.

**\$24.64\***: amount originally claimed / amount agreed to for replacement blinds.

**\$152.15\***: amount originally claimed / amount agreed to for carpet cleaning.

**\$50.00\***: filing fee. As the landlord has achieved a measure of success with this application, I find that she has established entitlement to recovery of the full filing fee.

Following from the above, I find that the landlord has established entitlement to the total amount of \$952.49\*. I order that the landlord retain the combined security & pet damage deposits in the total amount of \$750.00 (\$375.00 + \$375.00), and I grant the landlord a monetary order for the balance owed of \$202.49 (\$952.49\* - \$750.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$202.49**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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: March 15, 2012.

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Residential Tenancy Branch