



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenant by mailing, by registered mail to where the tenant resides on May 23, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 3, 2012 and that the tenant was required to pay monthly rent of \$950 payable on the first day of each month. February 1, 2011. The tenant paid a security deposit of \$475 at the start of the tenancy.

The tenant failed to pay the rent for March 2012. The tenant vacated the rental unit on March 31, 2013. On April 10, 2013 the landlord obtained a monetary order for non-payment of the rent for March and an order to retain the security deposit.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant 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 and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$220 for the cost of cleaning.
- b. I determined the landlord is entitled to \$172.13 for the cost of stove repair.
I am satisfied based on the evidence presented that the damage was caused by the tenant's failure to sufficiently clean the stove on a day to day basis.
- c. I determined the landlord is entitled to \$126 for the cost of carpet cleaning.
- d. I dismissed the claim for fireplace repairs as the landlord failed to prove the damage was caused by the tenant's negligence.
- e. I determined the landlord is entitled to \$155.81 for the cost to replace a mirror that was removed by the tenant.
- f. I determined the landlord is entitled to \$350 for the cost of junk removal.
- g. I determined the landlord is entitled to \$817.26 for the cost of repairing damages throughout the rental unit. The landlord testified the contractor spent 4 days in the rental unit. The amount charged is reasonable.

- h. I determined the landlord is entitled to \$276.14 for 35% of the cost of replacing the dishwasher. The dishwasher was 4 years old. The dishwasher was damaged when the motor seized because the tenant permitted plastics, ties etc thus preventing the dishwasher from draining.
- i. The landlord claimed the sum of \$1900 for loss or rent for the months of April and May 2013. I determined the landlord has established a claim for April in the sum of \$950. The landlord regained possession of the rental unit at the end of March. She was not able to rent the rental unit for April because of the damage caused by the tenant. However, I dismissed the claim for May as I determined that some of the delays in getting the rental unit ready for rent were not the tenant's responsibility.
- j. The landlord claimed the sum of \$750 being 50% of the cost for storage of the tenant's belongings based on a provision in the tenancy agreement that provided the tenant would pay \$50 a day for belongings left. I determined this provision is a penalty and is not enforceable. However, I determined the landlord is entitled to a reasonable sum for storage which I determined to be \$250.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$3317.34 plus the \$50 filing fee for a total of \$3367.34.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 23, 2013

Residential Tenancy Branch