



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      MNR, MND, MNSD & MNDC

## Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The Application for Dispute Resolution has misidentified the Tenant by putting his first name last. I ordered that the Application for Dispute Resolution be amended to correctly identify the Tenant.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenant by mailing, by registered mail to the forwarding address provided by the tenant on September 12, 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 retain all or a portion of the security deposit/pet deposit?
- c. 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 June 1, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$1390 per month payable on the first day of each month. The tenant paid a security deposit of \$695 at the start of the tenancy. The tenancy ended on June 30, 2013.

### 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 that the tenant owes the sum of \$1390 for non payment of rent for January 2013. The tenant acknowledged responsibility for this claim.
- b. The landlord claimed the sum of \$607.95 for the cost of cleaning including carpet cleaning. The tenant disputes this claim. He testified that he and 10 of his friends cleaned the rental unit prior to vacating. I have carefully considered the oral testimony and photographs provided by the parties. The Residential Tenancy Act requires that the tenant leave the rental unit reasonably clean when vacating even where the fixed term has expired

and the tenancy has become a month to month. I determined the landlord is entitled to \$300 of this claim being a reasonable sum for the cost of cleaning. .

- c. I dismissed the landlord's claim for the cost of painting. The landlord reduced the claim to \$131 which was one half of the material cost. However, the Guideline provide that the life expectancy of an interior paint job is 4 years. The rental property was purchased in 2009 by the landlord and the landlord had not re-painted it since purchase. I determined the landlord failed to prove this claim. .
- d. I determined the tenant owes the sum of \$10 for a parking permit. The tenant acknowledged responsibility for this.
- e. The landlord claimed \$500 for the cost of paying strata fines. The tenant disputed this claim. He testified it was not his fault and that on one occasion he was not in town. The landlord testified he has paid the strata corporation the cost of the fines. Further, the tenant agreed to reimburse the landlord but failed to do so. I determined the landlord is entitled to the \$500 claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2200 plus the \$50 filing fee for a total of \$2250.

#### Security Deposit

**I determined the security deposit plus interest totals the sum of \$695. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1555.**

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: October 17, 2013

---

Residential Tenancy Branch

