



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, O

Introduction

This was an application by a tenant for an Order to cancel a Notice to End the tenancy for non payment of rent as well as a monetary Order for repairs..

Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the Notice(s) to end the Tenancy or any other relief?

Background and Evidence

The landlord admitted service. The tenant testified that the tenancy began on September 1, 2010 and ended on December 31, 2013 when she moved out. Rent was \$ 1,500.00 and there was no security deposit. The tenant produced a number of receipts and also claimed that the landlord owed her \$ 165.00 for repairs. The receipts only totalled \$ 68.95. They were for the following:

- \$ 5.99 to replace toilet flapper
- \$ 15.79 to replace a cracked toilet seat
- \$ 33.49 to install a door lock

The tenant testified that the landlord had agreed in advance to pay for any repairs but refused to pay when she presented him with the receipts.

The landlord denied permitting her to do the repairs and claimed most were wear and tear. He did however admit responsibility for the door lock.

Analysis

As the tenant had already moved out I have dismissed her application for an Order to cancel any Notices to End the Tenancy.

The tenant had not technically brought an application claiming for any monetary sum as although she wrote \$ 300.00 in the application form she had not indicated that she was making such an application. I find that her intentions and evidence all were clear and that the landlord was not mislead. I have amended her application to permit her to make a monetary claim. 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*.

I find that by the landlord's own admission all the items claimed were wear and tear other than the door lock which he admitted responsibility for. Accordingly I allow all of the tenant's claims totalling: \$ 68.95.

The tenant provided the landlord with her work place address only. Accordingly I order that the landlord may serve the tenant by registered mail to 20690 Loughheed Highway, Maple Ridge, BC, V2X 2P8.

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Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 68.95 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 118.95. I grant the tenant a Monetary Order in the amount of **\$ 118.95** and a copy of it must be served on the landlord. If the amount is not paid, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed all other claims.

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: January 06, 2014

Residential Tenancy Branch

