



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of the applicants 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 respondent by mailing, by registered to the forwarding address provided by the respondent. 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 April 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$1400 per month payable in advance on the first day of each month. The tenant initially paid a security deposit of \$1000. However, \$300 was returned leaving a balance held by the landlord of \$700.

On September 29, 2013 the tenant returned the keys to the landlord and advised that she was vacating the rental unit. The landlord regained possession of the rental unit on October 1, 2013. The landlord re-rented the premises with the new tenant taking possession on November 1, 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 the landlords are entitled to \$1400 for the loss of rent for October 2013. The tenant failed to give proper notice. Despite sufficiently attempting to mitigate their loss the landlord was not able to rent the rental unit until November 1, 2013 and suffered a loss of rent for the month of October.
- b. The landlord claimed the sum of \$600 for the cost of painting. Policy Guideline #40 which is titled "Useful Life of Building Elements" provides that the life of an interior paint job is 4 years. The unit was previously painted when the tenant moved in (approximately 1 year ago). I

determined the landlords are entitled to $\frac{3}{4}$ of their claim after considering reasonable wear and tear or the sum of \$450.

- c. I determined the landlords are entitled to \$300 for the cost of replacing broken doors.
- d. I determined the landlords are entitled to \$180 for the cost of repairing the washing machine damaged by the tenant.
- e. The landlords claimed \$1500 for the cost of replacing the carpet. They testified the carpet was damaged by the tenant's animals. One of the carpets was 4 years old and the other was one year old. The landlords paid a contractor the sum of \$165 to remove and replace a portion of the carpet that was damaged the most. The new tenant has accepted the carpet in its present condition. The landlords submit they will have to replace the carpet earlier than would otherwise be required. Policy Guideline #40 provides the expected life of a carpet is 10 years. The landlords failed to provide a quotation as to the cost to replace all of the carpets. In the circumstances after considering depreciation and reasonable wear and tear I determined the landlords are entitled to \$500 of this claim.
- f. I determined the landlords are entitled to \$200 for the cost to replace two FOBs.
- g. I determined the landlords are entitled to \$120 for the cost to replace a storage lock and a mailbox lock.
- h. I determined the landlords are entitled to \$100 being a reasonable amount for general cleaning.
- i. The landlords claimed \$540 for the cost to repair a freezer door. The work has not been done. The landlords failed to provide a quotation to support this claim. The new tenant has accepted the freezer in its present condition. The freezer was purchased in 2008. I determined the landlords failed to prove this claim and accordingly this claim is dismissed.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$3250 plus the \$50 filing fee for a total of \$3300.

Security Deposit

I determined the security deposit plus interest totals the sum of \$700. 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 \$2600.

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: February 05, 2014

Residential Tenancy Branch

