



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF & MND

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.

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 December 9, 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 one year fixed written tenancy agreement that provided that the tenancy would start on June 1, 2012, continue for one year and become month to

month after that. The tenancy agreement provided that the rent was \$1050 plus \$25 for parking payable in advance on the first of each month. The rent was subsequently increased to \$1070 per month plus \$25 for parking. The tenant paid a security deposit of \$525 and a key deposit of \$125 for a total of \$650 at the start of the tenancy.

The tenancy ended on December 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 landlord is entitled to \$25 for the cost of cleaning the stove. I am satisfied based on the photographs presented that the tenant failed to sufficiently clean the stove when she vacated and the amount claimed by the landlord is reasonable.
- b. The landlord claimed the sum of \$176.96 for the cost of replacing two closet doors. The tenant testified the doors were damaged when she took possession. She testified that one door kept falling out. The landlord

disputes this and relies on the Pre-tenancy condition inspection report in which there is no reference to damaged cupboard doors. The landlord also stated the tenant failed to report any damage to the doors during the tenancy. The tenant countered saying she reported a mold problem and while the landlord inspected they did nothing to rectify the problem. The age of the cupboard doors is uncertain. It is possible they are the original doors which would make them over 30 years old. After hearing the disputed evidence of the parties I determined the landlord failed to prove the tenant caused the damage to the doors. Further, even if the tenant caused the damage I determined after considering depreciation that the doors have last long past their useful life after depreciation is considered. As a result I order that this claim be dismissed.

- c. I determined the landlord is entitled to \$100 for the cost of repairing a hole in the wall. The tenant testified the hole pre-existed her tenancy. However, no mention is made in the pre tenancy Condition Inspection report. Section 21 of the Residential Tenancy Act Regulations provides as follows:

“Evidentiary weight of a condition inspection report

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.”

I determined the amount claimed is reasonable in the circumstances and the landlord has established a claim in the sum of \$100 for repairing the hole in the wall.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$125 plus the \$50 filing fee for a total of \$175.

Security Deposit

I determined the security deposit plus key deposit held by the landlord totals the sum of \$650. I ordered that the landlord shall retain the sum of \$175 from the deposits. I further ordered that the landlord pay to the Tenant the balance of the deposits in the sum of \$475.

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: March 05, 2014

Residential Tenancy Branch

