



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 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 on December 13, 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 term written tenancy agreement that provided that the tenancy would start on December 1, 2012 and end on November 30, 2013 and

become month to month after that. February 1, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$1200 per month payable on the first day of each month. The tenant paid a security deposit of \$600 on November 2, 2012.

The tenancy ended on November 30, 2013 after the tenant gave written notice.

The landlord seeks a monetary order in the sum of \$408 plus the cost of the filing fee.

The tenant disputes the landlord's claims. She produced evidence from an arborist to the effect that the Beauty Bush was dead and rotting. She also testified that the amount claimed for cleaning was excessive as much of the work involved work that she had already done or cleaning of the landlord's belongings. This is not the tenant's responsibility. It may be that the landlord's standard of cleanliness is higher than required by the Residential Tenancy Act. Based on the evidence presented I determined the tenant left the rental unit cleaner than when she took possession.

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.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain \$200 of the security deposit.
- b. The landlord shall pay to the Tenant the balance of the security deposit in the sum of \$400.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims.

As a result of the settlement I order that the landlord shall retain \$200 of the security deposit. I further ordered that the landlord pay to the tenant the balance of the security deposit in the sum of \$400.

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 06, 2014

Residential Tenancy Branch

