



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Landmark Realty Mission Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord's agent attended.

### Issues(s) to be Decided

Is the Landlord entitled to compensation for cleaning and repairs and if so, how much?

### Background and Evidence

The landlord's agent JA. testified that the dispute resolution package was sent by registered mail to the tenant on December 6, 2013. With reference to the Canada Post's web site I find that the tenant was served and received the package on December 17, 2013.

Based upon the evidence of JA I find that this month-to-month tenancy started on April 1, 2009 and ended on October 31, 2013 when the Tenant moved out. Rent was \$ 1,190.00 inclusive of utilities per month payable in advance on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$ 525.00 at the beginning of the tenancy. JA testified that pursuant to the tenancy agreement the tenant was required to cut the grass and maintain the yard. This was not done. The landlord testified that there were cleaning deficiencies and various repairs. In addition the landlord claimed the laminate

floors and counters were damaged. The landlord also claimed for the replacement of missing or broken window blinds.

Particulars of the landlord's claim are as follows:

Yard and deck cleaning	\$ 60.00
Interior cleaning	\$ 120.00
Vacuuming and shampooing stairs	\$ 60.00
Blinds replacement (front balcony)	\$ 62.65
Blinds replacement (patio door)	\$ 22.35
Closet door guides replaced	\$ 6.70
Labour for repairs	\$ 120.00
Depreciation kitchen floor water damage	\$ 20.00
Depreciation living room floor	\$ 40.00
Depreciation bedroom floor	\$ 20.00
Depreciation chipped kitchen counter top	\$ 20.00
Total:	<u>\$ 583.03</u>

### 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.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 583.03. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding for a total claim of \$ 633.03. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 525.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing of \$ 108.03.

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 583.03 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 633.03. I order that the landlord retain the security deposit amounting to \$ 525.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 108.03** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 04, 2014

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Residential Tenancy Branch

