



# Dispute Resolution Services

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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 applicant 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.

The Residential Tenancy Act permits a landlord to serve a tenant by mailing, by registered mail to the forwarding address provided by the tenant. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. The landlord testified he mailed a copy of the Application for Dispute Resolution, by registered mail addressed to the forwarding address provided by the Tenant. He further testified the tenant did not pick up the documents. I determined there was sufficient service despite the fact the tenant failed to pick up the registered mail.

### 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 6 month fixed term written tenancy agreement that provided that the tenancy would start on October 1, 2013, continue until March 30, 2014 and

become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$750 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$375 at the start of the tenancy.

The tenant failed to pay the rent for January. The landlord applied by Direct Request and in February he obtained a monetary order in the sum of \$750 (rent for January) and an Order for Possession. The landlord regained possession of the rental unit at the end of February.

The landlord cashed the rent cheque for March and wrote the tenant advising her that he was applying that to the monetary order he obtained in early February (the rent for January). The tenant has vacated the rental unit although the landlord is unsure when she left. She did not return the keys or give the landlord notice she was vacating.

#### 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 \$750 for loss of rent for February and \$750 for loss of rent for March for a total of \$1500.

- b. I determined the landlord is entitled to \$100 for the glass replacement deductible paid to the Strata Council for damage to the broken building entry door window caused by the tenant or person permitted on the property by the tenant.
- c. The tenant failed to return the keys. I determined the landlord is entitled to \$89.44 for a new unit entry door lock and new locker lock.
- d. I determined the landlord is entitled to \$16 for the cost of installing the locks.
- e. I determined the landlord is entitled to \$128 for the cost of cleaning (8 hours @\$16 per hour).
- f. I determined the landlord is entitled to \$32 for the cost of repairing wall damage.
- g. I determined the landlord is entitled to \$15.50 for the cost of replacing a damaged corded telephone.
- h. I determined the landlord is entitled to \$65 for the cost of replacing FOB keys that were not returned.
- i. I determined the landlord is entitled to \$30 for the cost of replacing an elevator key that was not returned.

**In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1975.94 plus the \$50 filing fee for a total of \$2025.94.**

Security Deposit

**I determined the security deposit plus interest totals the sum of \$375. 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 \$1650.94.**

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: May 15, 2014

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Residential Tenancy Branch

