



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for cleaning, unpaid hydro, carpet cleaning, and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenants' 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, hydro and repairs and if so, how much?

Background and Evidence

The landlord testified that she sent both applications for dispute resolution to CS's address by registered mail although she knew that DS did not reside with her. DS signed for delivery of the dispute resolution package however the package that was addressed to DS was returned as unclaimed. Accordingly I find that CS was duly served however that DS was not. I have dismissed with leave all applications as against DS.

Based upon the evidence of the landlord I find that this month-to-month tenancy started on October 1, 2012 and ended on February 28, 2014 when both tenants moved out. Rent was \$ 1,100.00 per month payable in advance on the 1st day of each month. The tenants paid a security deposit of \$ 550.00 on September 13, 2012. The landlord claiming for the following:

Hydro November 21, 2013 to January 21, 2014	\$ 252.37
Hydro January 21, 2014 to February 26, 2014	\$ 137.02
Carpet cleaning	\$ 105.00
Cleaning expenses	\$ 22.17
Cleaning (4 hours x \$ 25.00)	\$ 100.00

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 tenants 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 \$ 616.56. 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. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 550.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Conclusion

I have dismissed with leave all applications as against DS. In summary I ordered that the respondent CS pay to the applicant the sum of \$ 616.56 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 666.56. I order that the landlord retain the security deposit amounting to \$ 550.00 inclusive of interest. I grant the landlord a Monetary Order against CS in the amount of **\$ 116.56** and a copy of it must be served on the tenant CS. If the amount is not paid, 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: May 05, 2014

Residential Tenancy Branch

