



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 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 where the tenant resides on March 21, 2014. 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 fixed term written tenancy agreement that provided that the tenancy would start on March 1, 2010. The tenant paid a security deposit of \$1375 at the start of the tenancy. The parties extended the fixed term of the tenancy agreement with the latest extension dated in early November 2013 setting the end of tenancy for February 28, 2014. The rent at the time the tenancy ended was \$2933. The tenancy ended on February 28, 2014.

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. The tenant testified they were only given one remote. The landlord testified the tenants were given two remotes. The tenants signed a document indicating two remotes were given. I determined the landlord has proven on a balance of probabilities that two remotes were given to the tenants and that the landlord is entitled to \$105 for the cost of replacing one garage remote.
- b. I dismissed the landlord's claim of \$270 for the cost of replacing a lawn sprinkler. The landlord failed to provide sufficient proof that the tenant's negligence caused the loss. Further, the evidence as to the cost of repairing the sprinkler head is not sufficiently detailed to determine whether it is a reasonable cost.
- c. I determined the landlord is entitled to \$124 for the cost of replacing a crisper pan cover. The landlord produced evidence the fridge was purchased from Sears shortly before the tenants took possession. The landlord also produced a receipt evidencing the cost of the replacement pan cover.
- d. The landlord withdrew the claim for the cost of cleaning the carpet. As a result I ordered this claim be dismissed as withdrawn.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$229 plus the \$50 filing fee for a total of \$279.

Security Deposit

I determined the security deposit plus interest totals the sum of \$1375. I ordered that the landlord is entitled to retain the sum of \$279 from the security deposit. I further ordered that the landlord pay to the tenant the balance of the security deposit in the sum of \$1146.

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: June 06, 2014

Residential Tenancy Branch

