



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNR, MNSD

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.

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?

Background and Evidence

The landlord testified the tenant has rented the rental unit for a couple of years. The parties did not enter into a written tenancy agreement. The tenancy ended on March 1, 2014. The tenant paid a security deposit of \$300 at the start of the tenancy. The landlord testified the tenant owes \$173.57 for her share of the hydro. In addition it cost about \$150 for the removal of garbage left behind and over \$500 for painting. The tenant was a smoker and the smell of cigarette smoke lingers.

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

The landlords seek an order that they be permitted to retain the security deposit only. I determined that the damage caused by the tenant and the her share of the cost of the hydro exceed the \$300 deposit.

As a result I ordered that the landlords shall retain the security deposit of \$300.

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: July 11, 2014

Residential Tenancy Branch

