



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the landlords 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 tenants' security deposit in partial payment of those amounts. The tenants brought a cross application for recovery of their security deposit. Only the landlord AL 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 AL testified that she attempted to serve the tenants with copies of this application on November 19, 2014 by registered mail however the packages were returned as unclaimed. I therefore find that the tenants were deemed to have received the documents by November 23, 2014 and therefore that the tenants have been sufficiently served in accordance with the Act.

Based upon the evidence of AL I find that this month-to-month tenancy started on July 7, 2012 and ended on October 10, 2014 when the tenants moved out. Rent was \$ 2,350.00 per month payable in advance on the 1st day of each month. The tenants paid a security deposit of \$ 1,150.00 at the beginning of the tenancy.

AL claimed \$ 55.00 per hour for the cost of a property manger's attendance at the unit for 10 days because the tenants had not moved out on the day promised and for the cost of cleaning and repairs totalling \$ 1,506.25.

AL claimed that the tenants were responsible for the yard maintenance but failed to fulfil that obligation costing her \$ 840.00 for the yard repair. AL admitted that obligation

was not in the tenancy agreement, which was not provided at the hearing.

AL claimed the sum of \$ 315.00 for the cost of repainting an exterior wall which was damaged by the tenants by black overspray paint.

AL claimed for damage to the pool light as it was left on all winter costing the landlords \$ 944.20 for its repair.

AL claimed for \$ 715.75 for the cost of the hot tub repair for damage caused by the neglect of the tenants.

AL claimed for rental over hold for 10 days amounting to \$ 840.00.

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Analysis

As the tenants did not attend the hearing I have dismissed their claims.

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.

As the landlord failed to prove that yard work and maintenance were the obligation of the tenants I have dismissed that claim.

I allow AL's claim for rental over holding but find that her calculation was incorrect. I allow the sum of \$ 758.00.

I find the claim for the property management fee is excessive. I only allow one half of that claim for a total of \$ 753.12.

I find based upon the evidence of AL and in absence of any evidence from the tenants that all of the remainder of the items claimed by the landlords are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$3,486.07.

As the landlords has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$ 100.00 filing fee for this proceeding. I order the landlords pursuant to s. 38(4) of the Act to retain the tenants' security deposit inclusive of interest amounting to \$ 1,150.00 in partial payment. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Rental over holding(10 days in October)	\$ 758.00
Property management fees (one half)	\$ 753.12
Paint repair	\$ 315.00
Pool light repair	\$ 944.20
Hot tub repair	\$ 715.75
Filing Fees for the cost of this application	\$ 100.00
Less Security Deposit and interest	-\$ 1,150.00
Total Monetary Award	\$ 2,436.07

Conclusion

In summary I ordered that the tenants pay to the landlords the sum of \$ 3,486.07 in respect of this claim plus the sum of \$ 100.00 in respect of the filing fee for a total of \$ 3,586.07. I order that the landlords retain the security deposit amounting to \$ 1,150.00 inclusive of interest. I grant the landlords a Monetary Order in the amount of **\$ 2,436.07** and a copy of it must be served on the tenants. If the amount is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed all claims by the tenants and the rest of the landlords' claims.

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 31, 2015

Residential Tenancy Branch

