



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNDS & MNDC

Introduction

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents 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 party to serve another by serving by registered mail to where the other party resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to claim their registered mail. The representative of the landlord testified that she mailed the Application for Dispute Resolution/Notice of Hearing by registered mail to where the respondents reside on January 7, 2015. She further testified the documents were returned by Canada Post with a notation "unclaimed." I determined there was sufficient service 5 days after mailing. 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 6 month fixed term written tenancy agreement that provided that the tenancy would start on July 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable on the first day of each month.

The tenancy ended on December 18, 2014 after the tenants failed to pay the rent for December and the landlord obtained an Order for Possession. On May 2, 2014 the tenants paid a security deposit of \$400.

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 \$75.42 for the cost of replacing the living room blinds.
- b. I determined the landlord is entitled to \$32.07 for the cost of replacing the bedroom blind.
- c. I determined the landlord is entitled to \$53.16 for the cost of an emergency call out to attend to a broken window
- d. I determined the landlord is entitled to \$250 for the cost of paying strata fines.
- e. I determined the landlord is entitled to \$414 for the cost of replacing an all glass patio door.
- f. I determined the landlord is entitled to the cost of replacing a mail box key.
- g. I determined the landlord is entitled to \$105.84 for the cost of rekeying the rental unit as the keys were not returned.
- h. I determined the landlord is entitled to \$20 for labour to replace the mail box key.
- i. I determined the landlord is entitled to \$283.92 for the cost of debris removal/electric/repair patio lock/bulb/ceiling fan.
- j. I determined the landlord is entitled to \$180 for the cost of house cleaning.

k. I determined the landlord is entitled to \$16.86 for the cost of paint material to repair a damaged wall.

l. I determined the landlord is entitled to \$80 for the cost of replacing a FOB.

m. I determined the landlord is entitled to \$131.25 for the cost of carpet cleaning.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1654.52 plus the \$50 filing fee for a total of \$1704.52.

Security Deposit

I determined the security deposit plus interest totals the sum of \$400. 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 \$1304.52.

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: April 15, 2015

Residential Tenancy Branch

