



# 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 by mailing, by registered mail to where the tenant resides on February 25, 2015. 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 one year fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2013 and become month to month after the end of the fixed term. The tenancy agreement provided that the tenant(s) would pay

rent of \$1375 per month payable on the first day of each month. The tenant paid a security deposit of \$677.50 plus a FOB deposit of \$50 for a total of \$737.50 at the start of the tenancy.

The tenant failed to pay the rent for September 2015 (\$132.50 is owed), October 2015 (\$1375 is owed) and November (\$1375 is owed) and the sum of \$2882.50 remains owing. The tenant(s) vacated the rental unit on November 15, 2015.

### 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 tenant has agreed in writing to the following charges. With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$150 for the cost of cleaning.
- b. I determined the landlord is entitled to \$400 for the cost of painting and repairs.
- c. I determined the landlord is entitled to \$132.50 for unpaid rent for September.
- d. I determined the landlord is entitled to \$1375 for unpaid rent for October 2015.

- e. I determined the landlord is entitled to \$1375 for unpaid rent for November 2015.
- f. I determined the landlord is entitled to \$50 dumping fees.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$3482.50 plus the \$50 filing fee for a total of \$3532.50.

Security Deposit

**I determined the security deposit plus FOB deposit totals the sum of \$737.50. 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 \$2795.**

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: May 29, 2015

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Residential Tenancy Branch

