



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 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.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the respondents on or about February 19, 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 6 month fixed term written tenancy agreement that provided that the tenancy would start on September 1, 2013, continue for 6 months and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable on the first day of each month. The tenants paid a security deposit of \$325 and a pet damage deposit of \$325 for a total of \$650.

At the end of November 2014 the tenants advised the landlord there was water on the floor which had been there for 5 days. The tenants had not paid the gas bill. As a result the gas had been cut off. The hot water tank had broken. The water leaked to the surrounding floor and caused significant damage.

The tenants vacated the rental unit at the end of January without giving the landlord sufficient notice that they were leaving. The landlord was not able to re-rent the rental unit for February and suffered a rental loss. Part of that loss has been covered by insurance. However, the landlord was not able to recover the first 19 days of rent for February and they suffered a rental loss of \$535.99.

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 the sum of \$2500 which is the cost of the insurance deductible that was paid by the landlord. The actual repair cost and loss of rent exceeded that amount.
- b. I determined the landlord is entitled to \$128.97 for miscellaneous items not covered by insurance including paint, cover plates, smoke detectors.

- c. I determined the landlord is entitled to \$58.01 to replace the blinds.
- d. I dismissed the landlord's claim of \$183.68 for molding, \$100 to dry the floors, and \$3431.88 to replace the floors as these were covered by insurance.
- e. I determined the landlord is entitled to \$535.99 for the loss of rent for the first 19 days in February.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$3222.97 plus the \$50 filing fee for a total of \$3272.97.

Security Deposit

I determined the security deposit plus pet damage deposit totals the sum of \$650. 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 \$2622.97.

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 28, 2015

Residential Tenancy Branch

