



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for loss of revenue, storage costs, cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord's agents 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's agent LT testified that he sent the dispute resolution package to the tenant on February 23, 2015 care of the address the tenant specified on his own application for dispute resolution which the landlord received on February 18, 2015, however it was returned as unclaimed. I therefore find that the tenant was deemed to have received the documents by February 28, 2015 and therefore that the tenant has been sufficiently served in accordance with the Act.

Based upon the evidence of LT I find that this fixed term tenancy started on September 1, 2013 and ended on November 30, 2014 when the Tenant moved out. Rent was \$ 670.00 per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 335.00 and fob deposit of \$ 50.00 on August 7, 2013.

LT testified that the tenant gave his notice to end the tenancy on November 3, 2014 effective November 30, 2014. The tenant vacated the unit but left most of his personal property behind. The landlord testified that he incurred a loss of revue for one month at \$ 670.00, storage costs of \$ 300.00 from January through March 2015, loss of the fob at \$ 50.00, drapery cleaning costing \$ 56.28, estimated suite cleaning at \$ 150.00, and an estimated repainting to remediate smoke damage as the tenant smoked in beach of the tenancy agreement costing \$ 678.30. LC testified that the landlord planned to

dispose of the remaining personal property of the tenant and that it had no value.

LT testified that the tenant had consented to the landlord's claim of \$ 1,315.64 on the condition inspection report. Those amounts did not include the smoke remediation and the drapery estimate was slightly higher than actually incurred.

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.

I accept the landlord's evidence that he tenant agreed to most of the items claimed by executing the condition inspection report. I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the other items claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 1,904.58. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 335.00 and retain the keyless fob deposit of \$ 50.00 in partial payment of the claim. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Loss of revenue December 2014	\$ 670.00
Storage fees	\$ 300.00
Keyless fob	\$ 50.00
Drapery cleaning	\$ 56.28
Suite cleaning	\$ 150.00
Smoke remediation	\$ 678.30
Filing Fees for the cost of this application	\$ 50.00
Less Security Deposit and interest	-\$ 335.00
Less keyless fob deposit	-\$ 50.00
Total Monetary Award	\$1,569.58

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 1,904.58 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 1,954.58. I order that the landlord retain the security deposit amounting to \$ 335.00 and keyless fob deposit of \$ 50.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 1,569.58** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 19, 2015

Residential Tenancy Branch

