



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 AAR on April 20, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on KBE by mailing, by registered mail to where she resides on April 21, 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 June 1, 2012, continue for one year and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent

of \$1200 per month payable on the first day of each month. The tenants paid a security deposit of \$600 and a pet damage deposit of \$600 at the start of the tenancy.

The tenant(s) failed to pay the rent for April and the sum of \$1200 is outstanding. The landlord was not certain when the tenants vacated the rental unit but they were out by April 30, 2015. The landlord re-rented the rental unit with the new tenants taking possession on May 1, 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

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1200 for non-payment of rent for the month of April 2015.
- b. I determined the landlord is entitled to recover two strata fines which total \$400.
- c. I determined the tenants failed to sufficiently clean the rental unit and the landlord is entitled to \$480 for the cost of cleaning.
- d. I determined the landlord is entitled to \$150 for the failure to return two FOBs.

- e. I determined the landlord is entitled to \$15 for the cost of replacing 3 keys which were not returned by the tenants.
- f. The landlord claimed the sum of \$2519 for the cost of replacing the carpets with another form of flooring. The carpets were installed in 2009 and are 6 years old. Policy Guideline 40 estimates the life of an interior carpet is 10 years. I determined the landlord is entitled to the depreciated value of the carpet or the sum of \$1000.
- g. The landlord claimed \$1395 for the cost of wall repair and painting. The walls were painted shortly before the tenants took possession in 2012. Policy Guideline 40 estimates the life of an interior paint job to be 4 years. I determined the landlord is entitled to \$700 for this claim.
- h. The landlord claimed the sum of \$656 for the cost to install a new garburator. The garburator was installed in 2009. Policy Guideline 40 does not give an estimate of the expected life of a garburator. However, other appliances range between 10 and 15 years. I determined the landlord is entitled to \$350 for this claim.
- i. I determined the landlord is entitled to \$120 for the cost to replace cabinet handles.
- j. The landlord claimed \$210 for the cost to replace a bedroom door and \$210 for the cost to replace a closet door. I determined the landlord is entitled to \$300 for the cost to replace the two doors.
- k. I determined the landlord is entitled to \$48 for the cost to replace a missing deadbolt.
- l. I determined the landlord is entitled to \$323 for the cost to replace a damaged kitchen faucet.
- m. I determined the landlord is entitled to \$100 for the cost to re-caulk the bathroom.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$5186 plus the \$100 filing fee for a total of \$5286.

Security Deposit

I determined the security deposit and pet damage deposit totals the sum of \$1200. 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 \$4086.

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 15, 2015

Residential Tenancy Branch

