



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR

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.

The hearing was originally set for February 19, 2015. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenants by mailing, by registered mail to the forwarding address provided by the tenants on January 29, 2015.

Both parties failed to attend and the application was dismissed with liberty to re-apply. The landlord applicant filed an Application for Review on the basis that she attempted to attend the hearing but for technical reasons she was not able to gain entry into the conference call.

In a decision dated April 8, 2015 the applicant was granted leave for review and the previous order was suspended. The within review hearing was set down for hearing on today's date. I determined the applicant has sufficiently served the tenants by mailing on April 24, 2015, by registered mail to the new forwarding address provided by the tenants in an e-mail to the landlord. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I determined there was sufficient service despite the fact the applicants failed to pick up their registered mail.

I ordered that the Application for Dispute Resolution be amended to include a claim to retain the security deposit. 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 written tenancy agreement that provided that the tenancy would start on May 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1350 per month payable on the first day of each month. The tenants paid a security deposit of \$675 at the start of the tenancy. The tenancy ended at the end of January 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. The provided oral testimony, documentary and photographic evidence which was carefully considered.

Monetary Order and Cost of Filing fee

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

- a. The photographs indicate the tenants failed to satisfactorily clean the rental unit and the amount claimed is reasonable. I determined the landlord is entitled to \$192.76 for the cost of cleaning.
- b. The tenants disconnected a fan in the bathroom which lead to significant mould problems. I determined the landlord is entitled to \$1404.25 for the cost of remediating the mould problem.
- c. The landlord claimed the sum of \$2550 for the cost of replacing the carpet. The carpet was approximately 10 years old. Policy Guideline 40 estimates the life of an interior carpet to be 10 years. Based on the evidence presented I determined it is likely the landlord would have received the benefit of another two years for the carpet. As a result I determined the landlord is entitled to \$425 being the depreciated value remaining in the carpets.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2022.01 plus the \$50 filing fee for a total of \$2072.01.

Security Deposit

I determined the security deposit plus interest totals the sum of \$675. 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 \$1347.01.

Conclusion and Order:

I order that the original decision dated February 9, 2015 be set aside and replaced by the following order:

"I ORDER that the respondent(s) **ISLA MONCRIEFFE & NIKI HOLTKAMP, Tenant(s)** pay to the applicant(s) **JENNIFER ANNE MARNO, Landlord(s)**, the following amounts in satisfaction of this matter:

In respect of this claim:	\$ 2022.01
In respect of the filing fee	<u>50.00</u>
TOTAL	\$ 2072.01

I FURTHER ORDER the applicant may retain the security deposit plus interest in the sum of \$675 in partial satisfaction of this order thus reducing the amount outstanding to the sum of \$1347.01.

And it is further Ordered that the above sum be paid FORTHWITH.

This Order may be filed with the Provincial Court of British Columbia for enforcement. "

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

