



Dispute Resolution Services

Page: 1

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 personally served on July 15, 2013. 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 written tenancy agreement that provided that the tenancy would start on January 1, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable on the first day of each month.

The tenant vacated the rental unit on February 28, 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. After carefully considering all of the evidence I determined the tenant failed to sufficiently clean the carpet prior to vacating the rental unit and the sum of \$157 is a reasonable claim. The photographs indicate the carpets were stained and dirty. The tenant testified he attempted to clean the carpet. I determined any attempt by the tenant to clean the carpets was not sufficient.
- b. The tenant denied responsibility for the lamp shade. I determined the landlord failed to prove this claim. Accordingly this claim is dismissed.
- c. I determined the landlord is entitled to \$3.35 for the cost of oven cleaner.
- d. The landlord testified he telephoned two cleaning companies who told him the minimum they would charge is \$150. The landlord testified he has spent between 30 to 40 hours cleaning although he acknowledges he is not a professional cleaner. I determined the landlord is entitled to the \$150 claimed.
- e. I dismissed the claim for the cost of registered mail as an arbitrator does not have jurisdiction to make such an award.

- f. I dismissed the claim for the cost of the remote control as the landlord failed to prove the amount of his loss.
- g. I dismissed the landlord's claim in the sum of \$100 for the cost of repairing a fridge door as the landlord failed to present sufficient proof to establish this claim.

In summary I determined the landlord has established a monetary claim against the tenant in the sum of \$310.35 plus the \$50 filing fee for a total of \$360.35.

Security Deposit

I determined the security deposit totals the sum of \$325. The landlord has established a claim against the tenant that exceeds the security deposit. The landlord stated he was content for an order that he keep the security deposit and that he was not interested in a monetary order in excess of that.

I ordered that the landlord shall retain the security deposit in satisfaction of this claim.

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: June 23, 2015

Residential Tenancy Branch

