



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Locke Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, MNR, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for unpaid rent, 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 and if so, how much?

Background and Evidence

The landlord's agent JW testified that on February 20, 2015 the landlord delivered the dispute package to the forwarding address that the tenant provided on her notice to end the tenancy on January 26, 2015. I therefore find that the tenant was sufficiently served in accordance with the Act.

Based upon the evidence of JW I find that this month-to-month tenancy started on April 1, 2013 and ended on February 10, 2015 when the tenant moved out. Rent was \$ 817.00 per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 400.00 at the beginning of the tenancy. JW testified that the tenant left suddenly because of threats to her from a former spouse. The tenant failed to pay the rent for February of \$ 817.00.

The landlord is claiming for unpaid utilities amounting to \$ 785.82. The landlord is claiming \$ 471.59 for the cost of repairing a patio door and replacing a screen. Landlord also claimed that at the end of the tenancy the tenant did not clean the rental unit and as a result, the landlord incurred cleaning expenses costing \$ 231.53. The landlord testified that the tenant left debris behind costing \$ 49.61 to remove. The landlord testified that a bedroom door was damaged by the tenant and cost \$ 44.10 to repair.

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 find based upon the evidence of the landlord and in absence of any evidence from the tenant that the landlord is entitled to recover the sums for unpaid rent and utilities. I also find 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 \$ 2,399.65. 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 \$ 400.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 2,399.65 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 2,449.65. I order that the landlord retain the security deposit amounting to \$ 400.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 2,049.65** 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: June 02, 2015

Residential Tenancy Branch

