



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 a representative of the applicant and in the absence of the respondent 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 sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on February 25, 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 July 1, 2013 and end on June 30, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable on the first day of each month. The tenant paid a security deposit of \$450 per month on June 27, 2013.

The tenancy ended on or about January 5, 2014. The tenant failed to pay the rent for December 2013 and January 2014.

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 \$100 for the cost of cleaning.
- b. I determined the landlord is entitled to \$100 for carpet cleaning.
- c. I determined the landlord is entitled to \$900 for unpaid rent for December 2013.
- d. I determined the landlord is entitled to \$900 for loss of rent for January 2014
- e. I determined the landlord is entitled to \$300 based on the liquidated damage clause as the tenant breached the fixed term tenancy agreement in the middle of the term.

The landlord testified the tenant should be credited with \$3.00 for a laundry card. In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2297 plus the \$50 filing fee for a total of \$2347.

Security Deposit

I determined the security deposit plus interest totals the sum of \$450. 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 \$1897.

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: June 03, 2015

Residential Tenancy Branch

