



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 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 the tenants on or about March 5, 2015. The tenant acknowledged service of the documents. 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 \$1160 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$580 in late May 2012. The tenancy ended 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. All of the evidence was carefully considered including the oral testimony of the parties, the documents and the photographs presented.

Monetary Order and Cost of Filing fee

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

- a. The landlord claimed he sum of \$300 for cleaning. The landlord presented a quotation from a cleaning company they normally used in the sum of \$288 plus GST. The resident manager did the work. She testified that it took approximately 7 person hours to complete the cleaning. The tenant submitted the landlord has failed to prove this claim. After hearing the disputed evidence and carefully considering the photographic evidence is determined the landlord has established a claim in the sum of \$200 for cleaning.
- b. The landlord claimed \$200 for suite painting. The landlord testified her husband worked for approximately 7 hours to complete the work. Policy Guideline #40 provides that the expected life of an internal paint job is 4 years. The rental unit was painted just prior to the tenants taking possession. The tenancy lasted just under 3 years. The In the circumstances I determined the landlord is entitled to \$50 of this claim.
- c. The landlord claimed the sum of \$1094 for the cost of replacing the lower cabinet and countertops. The landlord testified the counter tops and cabinets were replaced in a renovation that occurred in 2010. The damage was caused when the tenants accidentally spilt a pot of boiling water on the counter top. The tenant

did not deny this accident. The tenant disputes this claim saying it is arbitrary and the damage is superficial. Policy Guideline #40 provides that the expected life of a counter top and cabinet is 25 years. The tenants submit the countertop and cabinet are of poor quality. The landlord disputes this. After considering depreciation and the expected life of the building elements I determined the landlord is entitled to \$875 of this claim. .

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1125 plus the \$50 filing fee for a total of \$1175.

Security Deposit

I determined the security deposit plus interest totals the sum of \$580. 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 \$545.

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: July 17, 2015

Residential Tenancy Branch

