



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 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 by mailing, by registered mail to the forwarding address provided by the tenant on March 11, 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 written tenancy agreement that provided that the tenancy would start on April 1, 2014. The tenancy ended on February 28, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$720 per month payable on the first day of each month. The tenant paid a security deposit of \$360 at the start of the tenancy.

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, Security Deposit 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 \$20 for drape cleaning.
- b. I determined the landlord is entitled to \$262.50 for garbage removal.
- c. I determined the landlord is entitled to \$96 for general suite cleaning.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$378.50 plus the \$50 filing fee for a total of \$428.50. The landlord's claim exceeds the security deposit which is \$360. The landlord stated she was only interested in retaining the security deposit. **As a result I ordered that the landlord shall retain the security deposit.**

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 24, 2015

Residential Tenancy Branch

