



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 sufficiently served by mailing, by registered mail to where the tenants reside on March 13, 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

On January 6, 2012 the parties entered into a month to month written tenancy agreement that provided that the tenancy would start on February 1, 2012. The tenancy

agreement provided that the tenant(s) would pay rent of \$9450 per month payable in advance on the first day of each month. The rent at the time the tenancy ended was \$1025 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$472.50 at the start of the tenancy.

The tenancy ended on February 28, 2015. The tenants have made a \$50 payment which was received by the landlord early this week.

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. The tenant did not dispute either of these claims.

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 the sum of \$240 for the cost of cleaning the rental unit.
- b. I determined the landlord is entitled to the sum of \$1168.02 for the cost of replacing the patio doors damaged by the tenants. The tenant acknowledged he had been warned by the landlord that he should not leave anything on the balcony. He accepted responsibility for the damage to the patio door as a wind blew his golf club into the patio door which caused the damage.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1408.02. The tenants have made a part payment of \$50 which must be deducted from this sum. I ordered that the tenants pay to the landlord the sum of \$1358.02 plus the \$50 filing fee for a total of \$1408.02.

Security Deposit

I determined the security deposit plus interest totals the sum of \$472.50. 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 \$935.52.

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: August 12, 2015

Residential Tenancy Branch

