



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 on the Tenant by mailing, by registered mail to where the tenant resides on April 14, 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 September 1, 2013 continue for one year and become

month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1550 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$775 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.

The evidence presented by the parties was not satisfactory. Neither party produced a copy of the outgoing Condition Inspection Report and the pictures which accompanied them although a Condition Inspection Report was prepared. The invoice produced by the landlord for alternative accommodation does not identify proper dates.

Monetary Order and Cost of Filing fee

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

- a. I dismissed the claim of \$156.50 for the cost of carpet cleaning. The tenant testified the rental unit was carpet cleaned by a professional company in December. I asked the parties to review the outgoing Condition Inspection Report as both had copies. The parties acknowledged that report does not indicate carpet cleaning was required. The landlord failed to produce evidence in the form of photographs to prove that carpet cleaning is necessary.

- b. I determined the landlord is entitled to \$100 for the cost of removing a shelf in the closet, filling of holes and the repair of the closet door handle. I am satisfied that the most of the damage occurred while the tenant was in possession and the amount claimed is reasonable.
- c. The tenant testified he vacated the rental unit at around 8:00 p.m. on March 31, 2015. The Residential Tenancy Act requires that a tenant vacate by 1:00 p.m. As a result the landlord had to pay the cost of accommodation elsewhere for the incoming tenants. The landlord claimed two nights. I determined the landlord failed to prove that it was necessary for the incoming tenants to stay in alternative accommodation for 2 nights. However, I determined the landlord is entitled to half of that claim or the sum of \$124.
- d. I dismissed the landlord's claim of \$165.90 for the cost of cleaning. The tenant testified that he and 3 friends spent 3 hours cleaning. The landlord failed to present photographs or other corroborating evidence to establish this claim.
- e. I determined the landlord is entitled to \$50 for the cost of a replacement visitor's parking pass.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$274 plus the \$50 filing fee for a total of \$324.

Security Deposit

I determined the security deposit plus interest totals the sum of \$775. I ordered that the landlord may retain the sum of \$324 from the security deposit. I further ordered that the landlord pay to the tenant the balance of the security deposit in the sum of \$451.

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: September 17, 2015

Residential Tenancy Branch

