



# 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 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 personally served on the Tenant on May 25, 2015 in accordance with the order for substituted service dated May 4, 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 agreement provided that the tenant(s) would pay rent of \$1070 per month payable in advance on the first day of each month.

On March 14, 2014 the tenant paid a security deposit of \$535.

On February 2, 2015 the tenant gave the landlord written notice she was vacating the rental unit at the end of February. The tenant vacated the rental unit at the end of February or early March 2015 but she failed to return the keys.

Despite sufficiently attempting to mitigate her loss the landlord was not able to re-rent the rental unit until April 15, 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.

### 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 has established a claim in the sum of \$210.50 for the cost of carpet cleaning.
- b. I determined the landlord has established a claim in the sum of \$88.31 for the cost of replacing the glass in the wood stove.
- c. I dismissed the landlord's claim of \$137.59 for the cost of photocopies and photos. Those claims relate to the cost of preparing for litigation. The only jurisdiction an arbitrator has relating to costs is the cost of the filing fee.
- d. I determined the landlord has established a claim in the sum of \$300 for the cost of cleaning the rental unit.
- e. I determined the landlord has established a claim in the sum of \$367.50 for the cost of repainting the rental unit.
- f. I determined the landlord has established a claim in the sum of \$100 for the cost of dump fees and weeding.
- g. I determined the landlord has established a claim in the sum of \$1070 for the loss of rent for March. The tenant failed to give one clear month Notice as required

by the Act. Further, the tenant failed to leave the rental unit in a condition that made it possible to re-rent without making repairs.

- h. I dismissed the claim of \$250 for the cost of service of the documents and the claim of \$20 for the cost of shipping as those claims relate to the cost of preparing for litigation. An arbitrator does not have jurisdiction to grant such claims.

**In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2136.31 plus the \$50 filing fee for a total of \$2186.31.**

Security Deposit

**I determined the security deposit plus interest totals the sum of \$535. 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 \$1651.31.**

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 09, 2015

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Residential Tenancy Branch

