



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$719.75, and requesting recovery of her \$50.00 filing fee.

The applicant testified that the respondents were served with notice of the hearing by registered mail that was mailed on May 6, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondents have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on April 1, 2014 and ended on April 1, 2015.

The tenants had paid a \$600.00 security deposit on March 14, 2014.

The landlord testified that the rental unit was in a new like condition at the beginning of the tenancy.

The landlord further testified that at the end of the tenancy the rental unit was left with the following damages:

- Numerous light bulbs were burned-out in the rental unit and had to be replaced.
- The microwave shelf/cupboard was damaged beyond repair and had to be replaced.
- The tenants had caused a flood at the rental unit when they failed to correctly hook up their washing machine, and as a result there was damage to the ceiling and baseboards in the garage below.
- The tenants also left the rental unit excessively dirty, requiring extensive cleaning.

The applicant is therefore requesting a monetary order as follows:

Replacing light bulbs	\$32.32
Replacing the microwave shelf and covered	\$337.43
Repairing the flood damage	\$250.00
Cleaning	\$100.00
Filing fee	\$50.00
Total	\$769.75

Analysis

It is my finding that the landlord has established the full amount claimed.

The landlord has provided significant photographic evidence which, combined with sworn testimony, convinces me that this rental unit was left in need of the cleaning and repairs claimed by the landlord.

I should note that the amount claimed for the flood damage is quite low because the landlords husband did the repair himself and had the landlord claimed on her insurance, even the deductible would have been much higher.

Sections 32(2) & (3) of the Residential Tenancy Act states:

- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit 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.

In this case it is my finding that the tenants failed to maintain reasonable cleanliness in the rental unit, and failed to repair damages caused by their actions or neglect.

Conclusion

I have allow the landlords full claim of \$769.75 and I therefore order that the landlord may retain the full security deposit of \$600.00, and I have issued a monetary order in the amount of \$169.75.

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: October 06, 2015

Residential Tenancy Branch

