



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$566.18 for damages
- c. An order to keep the security deposit.
- d. An order to recover the cost of the filing fee

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 served on the Tenant by mailing, by registered mail to where the tenant resides on August 21, 2015. The landlord testified the packaged included a cheque for a monetary award in favour of the tenant and a second cheque for the balance of the security deposit. 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 July 10, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$2000 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1000 prior to the start of the tenancy.

The parties reached a mutual agreement to end the tenancy effective August 14, 2014. The tenant vacated at that time.

In a decision dated July 14, 2015 an arbitrator awarded the tenant a monetary order in the sum of \$1271.06. The decision also provided that the landlord had 15 days from August 10, 2015 to deal with the tenant's security deposit in accordance with the Act. The landlord filed the within application on August 21, 2015. The landlord testified he mailed the tenant a cheque in the sum of \$1271.06 and a second cheque for the balance of the security deposit in the sum of \$433.82.

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 Security Deposit:

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

- a. I determined the landlord is entitled to \$120 for carpet cleaning.
- b. I determined the landlord is entitled to \$150 for general cleaning.
- c. I determined the landlord is entitled to \$96.18 for the cost of changing the locks.
- d. I determined the landlord is entitled to \$200 for the cost of repairing a damaged wall.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$566.18. The landlord has retained this sum from the security deposit and returned the balance of the security deposit in the sum of \$433.82 to the tenant. I ordered the landlord may retain the security deposit he has retained in the \$566.18.

The landlord has been successful in this application. I ordered that the tenant pay to the landlord the sum of \$50 for the cost of the filing fee.

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.

Conclusion

In summary I ordered the landlord shall retain the sum of \$566.18 from the security deposit. I further ordered the tenant to pay to the landlord the cost of the filing fee in the sum of \$50.

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: December 01, 2015

Residential Tenancy Branch

