



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

The Application for Dispute Resolution filed by the Tenants make the following claims:

- a. A monetary order in the sum of \$1815 including lost wages (\$300), loss quiet enjoyment (\$300), RTB filing cost (\$50), removal of previous tenant's garbage (\$315) and security deposit (\$850). .
- b. An order to recover the cost of the filing fee.

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

- a. A monetary order in the sum of \$3187.01 for damages to the rental unit.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the landlord and in the absence of the tenants although 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.

On January 27, 2016 the landlord filed an amendment to the Application for Dispute Resolution raising additional claims totaling \$377.77. The landlord testified she served it by mailing, by registered mail to where the Tenants reside. The Rules of Procedure require the any amendment and evidence must be received by the other party at least 14 days prior to the start of the hearing. The Act provides that where a party serves by registered mail it is not deemed received until 5 days after mailing. I determined it was not appropriate to consider the claims in the Amendment as the landlord failed to prove the Amendment (and the evidence in support) was received by the tenants at least 14 days prior to the hearing.

I find that the Application for Dispute Resolution/Notice of Hearing was filed by the landlord was served on the Tenants by mailing, by registered mail to where the tenants' reside on September 18, 2015.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to a monetary order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. 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 March 15, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1700 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$850 at the start of the tenancy.

The tenancy ended on July 7, 2015. The landlord has obtained a monetary order for non-payment of the rent for June 2015 and July 2015 totaling \$3350 including the \$50 filing fee..

Tenant's Application:

The tenants failed to attend the hearing. As a result I ordered that the tenants' application be dismissed without liberty to re-apply.

Landlord's Application:

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 landlords' claims as set out in their Application filed on September 18, 2015 I find as follows:

- a. The landlord claimed the sum of \$460 for the cost of replacing and installing 2 mini blinds and a drapery track taken from the living room. The landlord testified they were 3 years old. Policy Guideline #40 "Useful Life of Building Elements" provides the expected life of drapes and venetian blinds is 10 years. I determined the landlords are entitled to 7/10 of this claim or the sum of \$322.
- b. The tenants were responsible under the tenancy agreement for lawn cutting and shrub trimming. I determined the landlords are entitled to \$350 for the cost of garbage removal, lawn cutting and shrub trimming.
- c. The tenants kept birds in the rental property. I determine the landlords are entitled to \$494.07 for the cost of duct and vent cleaning due to the free flying birds.
- d. I determined the landlords are entitled to \$450 for the cost of cleaning (22 ½ hours @ \$20 an hour).
- e. The tenants failed to return the keys when they abandoned the rental property. I determined the landlord is entitled to \$267.98 for the cost of changing the security lock and re-keying the locks.
- f. I determined the landlord is entitled to \$126 for the cost of replacing an exterior light fixture.
- g. I determined the landlord is entitled to \$54.94 for the cost of cleaning supplies, contact cement, door knobs, and toilet roll dispenser.
- h. I determined the landlord is entitled to \$15 for the cost of a garbage bin that was removed by the tenants.
- i. The landlord claimed the sum of \$1119.90 for the cost of painting and handyman repairs. The landlord testified the rental unit was painted a year before the start of the tenancy. Guideline #40 provides that the useful life of an interior paint job is 4 years. The account of the contractor does not separate the painting from the repair work. I determined the landlord is entitled to \$575 of this claim.

In summary I determined the landlords have established a monetary claim against the tenant(s) in the sum of \$2654.99 plus the \$50 filing fee for a total of \$2704.99.

Security Deposit

I determined the security deposit plus interest totals the sum of \$850. 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 \$1854.99.

Conclusion

In summary I ordered that the landlords shall retain the security deposit of \$850. I further ordered that the Tenants pay to the Landlords the sum of \$1854.99.

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: February 11, 2016

Residential Tenancy Branch

