



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 landlord makes the following claims:

- a. A monetary order in the sum of \$4053 for damages
- 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 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. At the request of the tenant the hearing of this matter was adjourned from December 21, 2015 to today's date. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

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 October 26, 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 May 1, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$1325 per month payable in advance on the first day of each month. The rent was increased to \$1350. The landlord holds a security deposit of \$675.

The tenancy ended on June 30, 2015. At that time the parties conducted an outgoing Condition Inspection. The parties signed a document dated June 30, 2015 where the tenant agreed to pay the landlord \$139.79 and \$115 for outstanding utility bills, \$546.21 for the cost to replace a damage countertop, \$2223 for the cost to replace a damage flooring laminate for a total of \$3024.60.

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

At the hearing the landlord has revised her claim as follows:

- \$546.21 for the cost to replace the damaged countertop
- \$500 for the deductible cost of her insurance claim for the flooring.
- A credit to the tenant of \$59.46 for utility overpayment.
- \$100 for the cost of cleaning the outside windows
- \$50 for the cost of the filing fee.

After setting off the credit, the total claim of the landlord is \$1086.75 plus \$50 filing fee for a total of \$1136.75.

I do not accept the testimony of the tenant that she was unaware of the document she signed on June 30, 2015 in which she agreed to accept responsibility for paying over \$3024 in damages. The document has her signature on it. One of the claims raised by the landlord in that document for pet cleaning was crossed out and initialed by both parties. I determined the tenant has agreed to pay this sum. It follows that the tenant is responsible for paying the reduced sum claim by the landlord as the landlord is claiming a deductible of \$500 for the damaged flooring rather than \$2223.60 (which is 50% of the cost of replacing it).

Further, I am satisfied the landlord has presented sufficient proof to establish the claim of \$1086.75 particulars are as follows:

- The landlord is entitled to \$546.21 for the depreciated value of the damaged countertop. I am satisfied the tenant caused the damage and the amount claimed for the depreciated value of replacing the countertop is reasonable.
- I determined the tenant has damaged the flooring laminate. The cost of replacing the floor was \$4447. After depreciation is considered the landlord would be entitled to half of that sum of \$2223.60. I determined the tenant damaged the flooring. The landlord is entitled to recover the claim of \$500 for the cost of her deductible to cover this loss.
- The landlord is entitled to \$100 for the cost of cleaning the outside windows. The tenant was responsible for this work and failed to do it.
- I accept the submission that the landlord is to credit the tenant the sum of \$59.46 for utility overpayments.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1086.75 plus the \$50 filing fee for a total of \$1136.75.

Security Deposit

I determined the security deposit plus interest totals the sum of \$675. 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 \$461.75.

Conclusion

In summary I ordered that the landlord shall retain the security deposit of \$675. I further ordered that the tenant pay to the landlord the sum of \$461.75.

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

