



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

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

- a. A monetary order in the sum of \$1516.50 for unpaid rent and damages
- b. An order to keep the security deposit/pet damage deposit
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents 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 Tenants by mailing, by registered mail to where the Tenants reside on September 16, 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 August 1, 2009. The rent at the time the tenancy ended was \$769 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$517 and subsequently paid a pet damage deposit of \$329 for a total of \$846.

The tenants vacated the rental unit on April 10, 2015.

The amount owed by the tenants in outstanding rent as of March 31, 2015 is \$1029.

Landlord's Application - 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 against the tenant in the sum of \$1029 for arrears of rent to March 31, 2015.
- b. I determined the landlord have established a claim against the tenant in the sum of \$487.50 for cleaning costs.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1516.50 plus the \$50 filing fee for a total of \$1566.50.

Security Deposit

I determined the security deposit and pet damage deposit totals the sum of \$846. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding to \$720.50.

Conclusion

I ordered that the landlord shall retain the security deposit/pet damage deposit in the sum of \$846.

I further ordered that the Tenants pay to the Landlord the sum of \$720.50.

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: March 17, 2016

Residential Tenancy Branch