



# 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 Tenant makes the following claims:

- a. A monetary order in the sum of \$700 for double the security deposit.
- 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 \$366 for damages and the failure to clean.
- 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 Tenant 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 filed by the landlord was served on the Tenant by mailing, by registered mail to where the tenant resides on April 8, 2016. A search of the Canada Post tracking service indicates it was pickup on April 14, 2016. The landlord was unable to prove that she served the Amended Application for Dispute Resolution as she was not able to find the registered mail receipt. 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 tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is 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 June 1, 2014. The rent was \$715 at the time the tenancy ended. The tenant paid a security deposit of \$350 at the start of the tenancy.

The tenancy ended on April 1, 2016

### Tenant's Application:

The tenant failed to appear at the hearing. The landlord was present and ready to proceed. As a result I ordered that the Tenant's application be dismissed without leave to re-apply.

### 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

All of the evidence was carefully considered including the photographs, the oral testimony and the documents presented. With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$37.50 for the removal of mold from the shower.
- b. I determined the landlord is entitled to \$178.50 for the cost of cleaning.
- c. I determined the landlord is entitled to \$52.50 for the cost to reseal the shower stall.
- d. I determine the landlord is entitled to \$25 for the reduced value of the fridge.
- e. I determined the landlord is entitled to \$25 for the reduced value of the oven.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$318.50 plus the \$100 filing fee for a total of \$418.50.

Security Deposit

I determined the security deposit plus interest totals the sum of \$350. I determined the landlord is entitled to retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$68.50.

Conclusion

In summary I dismissed the application of the Tenant without leave to re-apply. I ordered that the landlord may retain the security deposit in the sum of \$350. In addition I ordered that the Tenant pay to the Landlord the sum of \$68.50.

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: June 10, 2016

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Residential Tenancy Branch