



# Dispute Resolution Services

Page: 1

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 \$5065 for unpaid rent and 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 a representative 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 Tenants by mailing, by registered mail to where the Tenants reside on March 19, 2016,

### 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 one year fixed term written tenancy agreement that provided that the tenancy would start on July 1, 2015 and end on June 30, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1250 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$625 on June 12, 2015.

The tenant(s) failed to pay the rent for the months of December 2015, January 2016 and February 2016 and the sum of \$3750 remains outstanding. The tenants vacated the rental unit on February 28, 2016. Despite sufficiently attempting to mitigate its loss the landlord was not able to re-rent the rental unit until April 1, 2016 and lost rent in the sum of \$1250 for March. .

#### 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 is entitled to the sum of \$3750 for non payment of rent for December 2015, January 2016 and February 2016.
- b. I determined the landlord is entitled to \$1250 for loss of rent for March 2015.
- c. I determined the landlord is entitled to \$95.45 for the cost of removing garbage and belongings left behind by the Tenants.
- d. I determined the landlord is entitled to \$347.55 for the cost of cleaning and carpet cleaning.
- e. I determined the landlord is entitled to \$31.82 for the cost of removing a desk left by the tenants.
- f. I determined the landlord is entitled to \$21 for 3 NSF charges levied by its Bank as a result of the dishonoring of the Tenants cheques.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$5495.82 plus the \$100 filing fee for a total of \$5595.82.

#### Security Deposit

I determined the security deposit plus interest totals the sum of \$625. 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 \$4970.82.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$5595.82. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$625. In addition I ordered that the Tenant pay to the Landlord the sum of \$4970.82..

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: July 22, 2016

---

Residential Tenancy Branch

