



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 \$760 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 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.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

find that the Application for Dispute Resolution/Notice of Hearing was served by mailing, by registered mail to where the respondent resides. 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 September 1, 2014 continue for one year and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1775 per month

payable in advance on the first day of each month. The tenant paid a security deposit of \$890 on August 13, 2014.

The landlord testified that the parties orally agreed that the landlord could apply \$500 of the security deposit to the last month rent. The tenant disputes this. He testified the oral agreement was that the last month rent would be reduced by \$500 to compensate him for problems he was having with the downstairs tenant. I determined the landlord failed to prove the tenant agreed that the deposit could be reduced by \$500. As a result I determined the landlord holds the sum of \$890 in the form of a security deposit.

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 \$100 for junk removal. The landlord produced an estimate to support this claim.
- b. I determined the landlord is entitled to \$200 for the cost of carpet cleaning. The landlord produced a cancelled cheque to support this claim. The tenant failed to prove he cleaned the carpet prior to vacating the rental unit.
- c. I determined the landlord is entitled to \$160 for the cost of cleaning. The landlord produced a receipt and photos to support this claim. The tenant claimed the rental unit wasn't sufficiently cleaned when he moved in. However, he failed to present evidence to support this claim. At any rate, the condition of the rental unit at the time the tenant moved in may give him the right to claim against the landlord but it does not relieve him of the obligation to sufficiently clean the rental unit when he vacates it.
- d. I determined the landlord is entitled to \$100 for the cost of painting. The tenant painted without obtaining the consent of the landlord. I do not accept the submission of the tenant that he thought painting was okay provided it wasn't dark colors. However, I reduced the amount awarded from what was claimed after considering reasonable wear and tear and the fact the landlord has not re-painted as yet.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$560 plus the \$100 filing fee for a total of \$660.

Security Deposit

The tenant complained the landlord failed to conduct an inspection at the start of the tenancy and at the end. The landlord she gave the sheet to a roommate at the start of the tenancy but he failed to return it to her. Further, the tenant failed to attend the inspection at the end. Section 72(2) provides as follows:

Director's orders: fees and monetary orders

72 (2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

....

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

I determined the security deposit held by the landlord is \$890. I determined the landlord is entitled to retain the sum of \$660 from the security deposit. I ordered the landlord pay to the Tenant the balance of the security deposit in the sum of \$230.

It is further Ordered that this sum be paid forthwith. The respondent is given a formal Order in the above terms and the applicant must be served with a copy of this Order as soon as possible.

Should the applicant 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 13, 2016

Residential Tenancy Branch