



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

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

- a. A monetary order in the sum of \$2839 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 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.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to the forwarding address provided by the other party. I find that the Application for Dispute Resolution/Notice of Hearing was served by mailing, by registered mail to the forwarding address provided by the Tenant on May 6, 2016. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to accept the parcel. I find there was sufficient service 5 days after mailing on May 6, 2016. The landlord attempted to serve the package a second time by mailing it to the forwarding address on July 12, 2016. Again the tenants failed to claim the parcel. I determined there has been sufficient service on the Tenant. 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 3 month written tenancy agreement that provided that the tenancy would start on January 25, 2016 and end on April 25, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$2100 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1050 at the start of the tenancy. The tenancy ended on April 25, 2016.

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. The landlord presented a large package of documents including a number of photographs.

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 \$504 for the cost of repairing damage to a leather sofa.
- b. I determined the landlord is entitled to \$280 to repair damage to a second leather sofa.
- c. I determined the landlord is entitled to \$1050 for the cost of repairing damage to cushions on two other sofas.
- d. The landlord claimed \$918 for the cost to replace a fridge. The fridge was damaged with scratch marks on the upper portion. However, it is still in good working order. Policy Guideline #40 provides that the expected life of a fridge is 15 years. The fridge was 3 years old. In the circumstances I determined the tenants have reduced the value of the fridge. I determined the landlord is entitled to \$450 for this claim.
- e. I dismissed the claim for the cost of printing and photos. This relates to a cost of litigation. The only jurisdiction an arbitrator has relating to costs is the cost of the filing fee.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2284 plus the \$100 filing fee for a total of \$2384.

Security Deposit

I determined the security deposit plus interest totals the sum of \$1050. 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 \$1334.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$2384. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$1050. In addition I ordered that the Tenant pay to the Landlord the sum of \$1334.

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: August 18, 2016

Residential Tenancy Branch