



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

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

- a. A monetary order in the sum of \$449.10 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 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.

The Residential Tenancy Act permits a landlord to serve a tenant by mailing, by registered mail to where the forwarding address provided by the Tenant. The Policy Guidelines provide that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the respondents by mailing, by registered mail on March 28, 2017 to the forwarding address provided by the respondents and that it was sufficiently served even though the tenant failed to pick up their registered mail package and it was returned to the landlord.

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 6 month fixed term written tenancy agreement that provided that the tenancy would start on February 1, 2016, continue for 6 months and become

month to month after that. 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 at the start of the tenancy.

The tenancy ended on February 28, 2017. The tenants provided the landlord with their forwarding address in writing on March 27, 2017.

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 \$100.70 for the cost of carpet cleaning.
- b. I determined the landlord is entitled to \$48 for the cost of cleaning.
- c. I determined the landlord is entitled to \$250.40 for the cost of painting.
- d. I determined the landlord is entitled to \$50 for the cost of wall repair.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$449.10 plus the \$100 filing fee for a total of \$549.10.

Security Deposit

The landlord filed a claim within 15 days of receiving the Tenant's forwarding address in writing and as a result the tenants are not entitled to a doubling of the security deposit. I determined the security deposit totals the sum of \$625. I determined the landlord is entitled to retain the sum of \$549.10 from the security deposit.

I ordered the landlord pay to the tenants the balance of the security deposit in the sum of \$75.90.

Conclusion

In summary I ordered the landlord shall retain the sum of \$549.10 from the security deposit. I further ordered the landlord pay to the Tenants the balance of the security deposit in the sum of \$75.90.

It is further Ordered that this sum be paid forthwith. The parties are given a formal Order in the above terms and the respondent must be served the applicant 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 final and binding on the parties.

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 25, 2017

Residential Tenancy Branch