



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FF, 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 \$1890 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 both parties. 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. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides. The Tenant acknowledged receipt of the documents. With respect to each of the applicant's claims I find as follows:

Issues 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 tenancy agreement that provided that the tenancy would start on April 1, 2007. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$400 on April 1, 2007.

The tenancy ended on May 31, 2017.

The landlord claimed against the Tenant for the cost of repairing damage and cleaning.

The Tenant disputes the landlord's claims. She testified that she lived under poor conditions in the rental unit for approximately 10 years and should not be obliged to pay the claims of the landlord.

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. The landlord claimed the sum of \$140 for the cost of carpet cleaning. The tenant had a cat in the rental unit. The landlord testified he did not consent to the presence of the cat. The child of the new tenant is allergic to cats. While the tenant hired a carpet cleaner, she did not have the carpets sanitized and as a result he had to have it sanitized to meet the demands of the new Tenant. The landlord submits the carpet is old as the house and the landlord promised to replace the carpet during her tenancy but failed to do so. After carefully considering all of the evidence I determined the landlord failed to prove the failure to sanitize the carpets amounted to more than "reasonable wear and tear." As a result I dismissed this claim.
- b. I determined the landlord is entitled to \$150 for the cost of cleaning. I am satisfied based on the photos and other evidence presented that the tenant failed to properly clean the rental unit and the amount claimed is reasonable.
- c. The landlord claimed the sum of \$750 for the cost of replacing the vertical blinds. The landlord has incurred this expense as evidence by a bill that he produced. The tenant acknowledged that she had taken them down many years ago and was not able to remember where she put them. The blinds were 18 years old although they were in reasonable condition. After factoring reasonable wear and tear I determined the landlord is entitled to \$375 of the claim.
- d. The landlord claimed \$850 for the cost of replacing a damaged main door and two bi-fold doors. The tenant testified the main door was damaged about 6 years ago when her daughter's friend slipped and grabbed onto the doors to prevent his fall. She

acknowledged her daughter damaged the bi-fold doors but was not able to explain how it happened. After considering reasonable wear and tear and determined the landlord is entitled to \$425 of this claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$950 plus the \$100 filing fee for a total of \$1050.

Security Deposit

I determined the security deposit plus interest as calculated by the Residential Tenancy Act Regulations totals the sum of \$410.59. 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 \$639.41.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$1050. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$410.59. In addition I ordered that the Tenant pay to the Landlord the sum of \$639.41.

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 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: December 18, 2017

Residential Tenancy Branch