



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision 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 \$845 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:00 p.m. on April 18, 2018. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present solemnly affirmed testimony, to make submissions and to call witnesses.

The representative of the landlord provided evidence in the form of two registered mail receipts that indicate the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was mailed on September 23, 2018 by registered mail to the forwarding address provided by the Tenants and it was received on September 27, 2018. 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 written tenancy agreement that provided that the tenancy would start on June 17, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1590 per month payable in advance on the first day of each month.

The tenants paid a security deposit of \$845 at the start of the hearing.

At the end of July 2017 the tenants gave the landlord notice they were vacating the rental unit on September 1, 2017. They vacated on September 2, 2018.

#### Landlord's Application - Analysis

The Application for Dispute Resolution filed by the landlord seeks a monetary order in the sum of \$845 plus the cost of the filing fee. The landlord amended the application to make a claim for the security deposit. The landlord filed a monetary order worksheet seeking \$1589. I determined that I am limited to consider the amount claimed in the Application for Dispute Resolution and not the additional amounts included in the monetary order worksheet..

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.

I determined the landlord has established the following claims that have been incurred by the landlord on account of the Tenant(s):

- A utility bill with the City of Penticton in the sum of \$451.01
- The cost of cleaning in the sum of \$150.
- The cost of garbage removal in the sum of \$240 and dump fees that total 55.45.

These claims which total \$896.46 exceed the amount of the security deposit in the sum of \$845. It is not necessary to consider the other claims made by the landlord. .

#### Monetary Order/Security deposit and Cost of Filing fee

I ordered that the landlord shall retain the security deposit in the sum of \$845.

I further ordered that the Tenants pay to the landlord the cost of the filing fee in the sum of \$100.

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 respondents 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: April 18, 2018

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Residential Tenancy Branch