



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDCL-S, MNDL-S

Introduction

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

- a. A monetary order in the sum of \$1073.20 damages and failure to clean
- b. An order to keep the security deposit.

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:00 p.m. on July 17, 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 affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenants by mailing, by registered mail to where they reside on May 17, 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?

Background and Evidence:

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on May 1, 2017 and end of April 30, 2018. February 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1000 per month payable in advance on the first day of each month.

On July 1, 2017 the tenant(s) failed to pay the rent in the sum of \$800. The tenant(s) have remained in the rental unit.

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

After carefully considering all of the evidence I determined the landlord has established in the sum of \$1029.70 for general household clean, general labour and junk removal. The landlord produced photos, a Condition Inspection Report, the tenant's ledger and invoices to support this claim.

Security Deposit

I determined the security deposit plus interest totals the sum of \$500. 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 \$529.70.

Conclusion:

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$1029.70. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$500 . In addition I ordered that the Tenant pay to the Landlord the sum of \$529.70.

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: July 17, 2018

Residential Tenancy Branch