



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: FFL, MNDL-S

### **Introduction**

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

- a. A monetary order in the sum of \$6385 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 1:30 p.m. May 17, 2019. 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 tenant(s) 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 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 the hearing a decision has been reached. All of the evidence was carefully considered.

On March 8, 2019 the landlord served a 10 day Notice to End Tenancy on the Tenant that alleged the sum of \$3900 was owed for outstanding rent for the months of January, February and March 2019.

On April 1, 2019 the applicant obtained an order of substituted service from the Residential Tenancy Branch permitting him to serve the Respondent by e-mailing the Application for Dispute Resolution to the Respondent's e-mail address. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Respondent in accordance with the order of substituted service by e-mailing the Application for Dispute Resolution and Notice of Dispute Resolution Hearing to the Respondent on April 1, 2019. 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 August 1, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1300 per month payable in advance on the first day of each month. The tenant paid a deposit of \$650 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of January, February and March 2019 and the sum of \$3900 remains outstanding.

The tenant vacated the rental unit on March 10, 2019.

### 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 has established a claim against the tenant in the sum of \$3900 for non payment of the rent for the months of January, February and March 2019.
- b. I determined the landlord has established a claim against the tenant in the sum of \$700 for the cost of painting and patching the walls. The landlord has included in

this sum the cost of work he did on the bi fold doors. He testified he received a quotation from a painter that the cost to paint the living room was \$700. He did not use the painter. He spent over 50 hours making repairs and re-painting the rental unit.

- c. I determined the landlord has established a claim against the tenant in the sum of \$200 for the cost of cleaning the rental unit. The landlord testified he spent 16 hours cleaning.
- d. I dismissed the claim for the cost of hydro for March 2019 as hydro has waived this claim and the landlord is not responsible.
- e. I determined the landlord has established a claim against the tenant in the sum of \$225 for the failure to return two FOBs and a visitors pass. The landlord produced receipts to support this claim.
- f. I determined the landlord has established a claim against the tenant in the sum of \$25 to replace a lock. The landlord produced receipt to support this claim.
- g. I dismissed a separate claim of \$75 for the bi fold doors as that work was included with the painting claim.
- h. I determined the landlord has established a claim against the tenant in the sum of \$1300 for lost rent for the month of April 2019. The repair work continued well into April. The landlord has not been able to find a tenant as of yet.
- i. I determined the landlord has established a claim against the tenant in the sum of \$200 for the cost of paying a strata fine incurred by the tenant. The landlord produced a demand letter from the Strata and this sum will be charged to his strata account if not paid.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$6550 plus the \$100 filing fee for a total of \$6650.

#### Security Deposit

I determined the security deposit plus interest totals the sum of \$650. 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 \$6000.

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: May 17, 2019

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Residential Tenancy Branch