



# 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 \$7897 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 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.

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 the tenants reside on April 4, 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 written tenancy agreement that provided that the tenancy would start on February 1, 2017, end on January 29, 2018 and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1600

per month payable in advance on the first day of each month. The tenants paid a security deposit of \$800 and a pet damage deposit of \$400 at the start of the tenancy.

The tenancy end on March 16, 2019 after the tenants gave short notice. The landlord testified the tenants failed to pay the rent for February 2019 and \$1600 is owed. In addition the tenants failed to pay the rent for March. The landlord lost rent for the first half of April as a new tenant did not move in until April 13, 2019.

The tenants testified they have claims against the landlord for the reduced value of the tenancy caused by leaks and the inconvenience of living in the rental unit while repairs were being made. The landlord testified the tenants have been compensated for that as she gave them a partial reduction of rent during those periods.

#### 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 tenants in the sum of \$1600 for non payment of the rent for February 2019.
- b. I determined the landlord has established a claim against the tenants in the sum of \$800 for non payment of the rent for the period of March 1, 2019 to March 16 2019.
- c. I determined the landlord has established a claim against the tenant for loss of rent for the period March 16, 2019 to April 13, 2019 in the sum of \$1600.
- d. The landlord claimed the sum of \$477.75 for the cost of cleaning. The cleaners did not attend the hearing or provide evidence. The invoice does not indicate how long they worked or their hourly rate. The tenants dispute many of these

claims. In the circumstance I determined the landlord is entitled to \$350 of this claim.

- e. I determined the landlord is entitled to \$105 for the cost of carpet cleaning. The videos show the carpets were in need of cleaning. The amount claimed is reasonable and supported by the evidence.
- f. The landlord claimed \$2100 for the cost of repair and repainting. Policy Guideline 40 estimates that the expected life of a interior paint job is 4 years. The premises were painted 6 months prior to the tenants taking possession. The tenancy lasted 2 years. I determined the landlord is entitled to \$800 of this claim.
- g. The landlord claimed \$415 for general repairs and maintenance. The tenants dispute many of these claims. The repair contractors who did the work did not testify at the hearing. I determined the landlord has established \$300 of this claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$5555 plus the \$100 filing fee for a total of \$5655.

#### Security Deposit

I determined the security deposit and pet damage deposit totals the sum of \$1200. 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 \$4455.

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.

The tenants must file their own claim if they wished to have those claims determined.

**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: June 24, 2019

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Residential Tenancy Branch