



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a. A monetary order in the sum of \$14,892 for unpaid rent, damages, failure to clean and failure to remove garbage
- 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. on June 21, 2019. 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 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 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 the 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 sufficiently served on the Tenants by mailing, by registered mail to where the tenants reside on April 3, 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 November 1, 2011. 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 at the start of the tenancy. The rent at the time the tenancy ended was \$892 per month payable in advance on the first day of each month.

The tenants abandoned the rental unit on or about April 25, 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

The photographs and other documentary evidence produced by the landlord show the tenants left the rental unit in extremely poor condition. They a considerable amount of garbage and rubbish in all rooms. The tenants failed to properly clean the rental unit and caused significant damage.

I have carefully considered all of the evidence presented at the hearing including the photographs, invoices and oral evidence. The tenants did not provide any documentary evidence and did not attend the hearing. With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to the sum of \$892 for non payment of rent for April 2019.
- b. I determined the landlord has established a claim against the tenants in the sum of \$1764 for loss of rent for the months of May 2019 and June 2019.

- c. I determined the landlord has established a claim against the tenants in the sum of \$672 for general garbage removal.
- d. I determined the landlord has established a claim against the tenants in the sum of \$357 for furniture removal.
- e. The landlord claimed the sum of \$227.36 for the cost of replacing blind damaged by the tenants. After considering depreciation I determined the landlord is entitled to \$115 of this claim.
- f. The landlord claimed \$694.89 for the cost of replacing a kitchen countertop. After considering depreciation I determined the landlord has established a claim against the tenants in the sum of \$350 for the damaged countertop.
- g. I determined the landlord has established a claim against the tenants in the sum of \$1458 for the cost of cleaning.
- h. The landlord claimed \$4271.53 for maintenance repair costs. I determined this claim should be reduced by \$1000 after considering depreciation and the evidence provided indicates the labor cost should be \$804 and not the \$1320 claim. The landlord is entitled to \$3271 for this claim.
- i. I determined the landlord has established a claim against the tenants in the sum of \$600 for the cost of repairing the ceiling.
- j. The landlord claimed \$2120 for the cost of replacing a vinyl floor. After considering depreciation I determined the landlord is entitled to \$1500 of this claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$10,999 plus the \$100 filing fee for a total of \$11,099.

Security Deposit

I determined the security deposit plus interest totals the sum of \$400. 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 \$10,699.

Conclusion:

I ordered that the landlord shall retain the security deposit in the sum of \$400. In addition I ordered that the Tenants pay to the Landlord the sum of \$10,699.

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: June 21, 2019

Residential Tenancy Branch