



Dispute Resolution Services

Page: 1

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 \$800 for damages and the failure to sufficiently clean the rental unit.
- 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 11:00 a.m. on August 15, 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 served on the Tenants by mailing, by registered mail to where the tenants reside on or about March 9, 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 July 15, 2019 and continue on a month to month basis. 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 tenants paid a security deposit of \$400 and a pet damage deposit of \$400 at the start of the tenancy for a total of \$800.

The tenancy ended on February 24, 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 landlord presented receipts and many photographs in support of her claims. With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to the sum of \$150 for the cost of cleaning (photographs and receipt provided).
- b. I determined the landlord is entitled to \$24.05 for the cost of a new lock and closet door (receipt provided).
- c. I determined the landlord is entitled to \$21.07 for the cost of cleaning supplies (receipt provided).
- d. I determined the landlord is entitled to \$6.14 for the cost of bathroom grout (receipt provided).
- e. I determined the landlord is entitled to \$7.79 for the cost of drain cleaner and lightbulbs (receipt provided).
- f. I determined the landlord is entitled to the sum of \$77.20 for the cost of baseboard replacement (receipt provided).

- g. I determined the landlord is entitled to \$200 for the cost of professional carpet cleaning (receipt provided).
- h. The landlord claimed the sum of \$1200 for the cost of repairing walls and painting. After considering reasonable wear and tear I determined the landlord is entitled to \$300 of this claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$786.25 plus the \$100 filing fee for a total of \$886.75.

Security Deposit

I determined the security deposit and pet damage deposit totals \$800. The landlord stated she was interested in an order to retain the security deposit and pet damage deposit and did not require a monetary order for any amount in excess of that sum.

I determined the landlord has established a monetary claim in excess of the security deposit/pet damage deposit. The landlord only sought an order to retain the security deposit/pet damage deposit.

As a result I ordered that the landlord shall retain the security deposit and pet damage deposit which totals \$800 in full satisfaction of this claim.

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: August 15, 2019

Residential Tenancy Branch