



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: FFL, MNDL-S, MNR

### **Introduction**

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

- a. A monetary order in the sum of \$1925 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. on September 6, 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.

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 May 30, 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 tenancy began in May 2011. The rent was \$525 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$262.50 at the start of the tenancy. The tenancy ended on June 15, 2018.

The landlord testified the tenants fell into arrears with the payment of rent and at the time the tenancy ended they owed \$1400 in outstanding rent and \$125 in hydro.

The landlord further testified the tenants caused significant damage, failed to properly clean and remove garbage. She produced invoices and photos showing that she paid approximately \$8000 to make needed repairs, remove garbage and properly clean the rental unit. The landlord is only seeking \$400 of this claim.

#### 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 in the sum of \$1400 for non-payment of rent and \$125 for failure to pay hydro for a total of \$1525.
- b. I determined the landlord is entitled to the sum of \$400 for the cost of repairing damage, cleaning and removal of damage. The damage caused by the tenants exceeds this sum. However, the landlord's stated she was claiming the \$400.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1925 plus the \$100 filing fee for a total of \$2025.

#### Security Deposit

I determined the security deposit plus interest totals the sum of \$262.50. 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 \$1762.50.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$262.50 in partial satisfaction of this claim. In addition I ordered that the tenants shall pay to the landlord the sum of \$1762.50.

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: September 06, 2019

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Residential Tenancy Branch