



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 \$2881.64 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 9:30 a.m. on September 12, 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 including the oral testimony of the landlord, photographs, bills and receipts 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 Tenant by mailing, by registered mail to where the tenant resides July 19, 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 September 1, 2019 and end on August 31, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$2100 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1050 on August 24, 2018.

The tenant vacated the rental unit on July 31, 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 is entitled to \$600 for the cost of paying Strata fines incurred by the Tenant for smoking when prohibited.
- b. I determined the landlord is entitled to \$393.75 for the cost of repairing drywall and painting walls damaged by the Tenant.
- c. I determined the landlord is entitled to \$315.70 for the cost of renting air purifiers to remove the smoke.
- d. The landlord claimed \$349.99 for the replacement cost of kitchen pots and pans. I determined the landlord is entitled to \$250 for the depreciated value of the kitchen pots and pans that were owned by the landlord but taken by the Tenant when he vacated.
- e. I determined the landlord is entitled to \$172.20 for the cost of cleaning.
- f. I determined the landlord is entitled to \$1050 for loss of rent. The tenant is obliged to pay the rent for the unexpired portion of the fixed term subject to the landlord's obligation to mitigate. The landlord reasonably attempted to mitigate her loss and was able to find a new tenant who took possession on August 15

2019. I determined the landlord is entitled loss of rent for August 1 2019 to August 15, 2019 in the sum of \$1050.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2781.65 plus the \$100 filing fee for a total of \$2881.65.

Security Deposit

I determined the security deposit plus interest totals the sum of \$1050. 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 \$1831.65.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$1050. I further ordered that the Tenant shall pay to the Landlord the sum of \$1831.65

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 12, 2019

Residential Tenancy Branch