



# 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 \$2177 for unpaid rent and damages
- b. 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 November 29, 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.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. It further provides that it is deemed received 5 days after mailing. The Policy Guidelines provides that a party cannot avoid service by refusing to pick up their registered mail. 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 she resides on October 18, 2019 and that it was sufficiently served even though the tenant refused to pick up her registered mail. 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 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 August 1, 2017, end on July 31, 2018 and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1150 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$575 and a pet damage deposit of \$575 on June 15, 2017

The tenancy ended on October 11, 2018 after the landlord had obtained an Order of Possession based on a one month Notice to End Tenancy for repeated late payment of rent.

#### 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 made the following claims as part of the Move-Out Statement/Tenant Ledger of the Monetary Order Work Sheet. With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1150 for failure to pay the rent for October 2018.
- b. I determined the landlord is entitled to \$15 for a parking fee for October 2018.
- c. I determined the landlord is entitled to \$200 for carpet cleaning.
- d. I determined the landlord is entitled to \$250 for general cleaning.
- e. I determined the landlord is entitled to \$100 for garbage removal.
- f. I determined the landlord is entitled to \$120 for the cleaning of blinds and curtains.
- g. I determined the landlord is entitled to \$750 for painting.
- h. I determined in the landlord is entitled to \$75 for the cost of unreturned keys.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2660.

The tenant failed to participate in a Condition Inspection at the end of the tenancy and failed to provide the landlord with her forwarding address in writing. Thus the tenant's right to make a claim against the security deposit and pet damage deposit has been extinguished. However, the landlord is entitled to retain those sums but is required to deduct those sums from any claims the landlord may make. Section 72(2) provides as follows:

Director's orders: fees and monetary orders

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

The landlord has established a claim against the tenant in the sum of \$2660 as set out in the Move-Out Statement/Tenant Ledger. The landlord is entitled to retain the security deposit of \$575 and the pet damage deposit of \$575 leaving a balance owing for this claim of \$1510.

In addition the landlord has made the following claims:

- i. I determined the landlord is entitled to the sum of \$60 for a replacement deadbolt.
- j. I determined the landlord is entitled to \$7.10 for the cost of key for the deadbolt.
- k. I determined the landlord is entitled to \$12.10 for the cost of a mail box lock and key that the tenant failed to return.
- l. The tenant failed to remove much of her belongings. The landlord ended by storing the belongings on the rental property. I determined the landlord is entitled to \$480 for the cost a storage locker at \$80 a month for 6 months.
- m. I determined the landlord is entitled to \$100 for labour for the cost of moving those belongings.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$575 and the pet damage deposit of \$575 in partial satisfaction of these claims. In addition I ordered that the

Tenant shall pay to the landlord the sum of \$2169.20 plus \$100 for the cost of the filing fee for a total of \$2269.20.

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: November 04, 2019

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Residential Tenancy Branch