



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 \$3433.64 damages and bailiff costs
- 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 December 5, 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 Tenant by mailing on August 23, 2019, by registered mail to the forwarding address provided by the tenant. 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 October 1, 2017 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The parties subsequently entered into a second written month to month tenancy for the same rent. The landlord testified that they took over this property from another agent and it is unclear whether the tenant paid a security deposit. For the purposes of this hearing the landlord is prepared to agree that the tenant should be credit with the payment of a security deposit of \$450 and a pet damage deposit of \$450.

The landlord obtained an Order of Possession on May 8, 2019. The tenant failed to vacate the rental unit and the landlord obtained a Writ of Possession from the Supreme Court of British Columbia on July 2, 2019 and the bailiff executed on that Writ of Possession on July 11, 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 that the landlord is entitled to \$1963.64 for the cost incurred in hiring a bailiff to enforce the Order of Possession and Writ of Possession obtained by the landlord.
- b. The landlord claimed the sum of \$1470 for the cost of cleaning, repairing and painting the rental unit. I determined the landlord is entitled to \$200 for the cost of cleaning and \$900 for the cost of repair and painting after reasonable wear and tear is deducted for a total of \$1100.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$3063.64 plus the \$100 filing fee for a total of \$3163.64.

Security Deposit

The landlord agreed that while they don't have evidence as to whether the tenant paid a security deposit and pet damage deposit that for the purpose of this hearing she should be credited with the payment of a security deposit of \$450 and a pet damage deposit of \$450 for a total of \$900. 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 \$2263.64.

Conclusion:

I ordered that the landlord shall retain a security deposit and pet damage deposit of \$900. In addition I ordered that the tenant shall pay to the landlord the sum of \$2263.64.

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: December 05, 2019

Residential Tenancy Branch