



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenant on August 1, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) 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 one year fixed term written tenancy agreement that provided that the tenancy would start on August 1, 2011 and end on July 31, 2012. The parties

renewed the fixed term tenancy agreement with the latest one providing that the tenancy would start on August 1, 2013 and end on July 31, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1700 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$850 on July 27, 2011. The tenant(s) vacated the rental unit and returned the keys to the landlord on August 1, 2014.

The tenant did not dispute many of the claims made by the landlord. He did dispute the landlord's claims for cleaning, painting and Missing & damages from inventory. The parties settled these claims on the basis that the landlord was entitled to one half of what she were claiming.

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 the sum of \$8500 for non-payment of rent for the months of March, April, May, June, and July 2014.
- b. I determined the landlord is entitled to \$60 for 8 NSF charges the landlord had to pay her bank.

- c. I determined the landlord is entitled to \$125 for the cost of an administration fee levied by the landlord.
- d. I determined the landlord is entitled to \$50 for the cost of a move in fee.
- e. The landlord claimed \$537.50 for the cost of cleaning. The parties agreed to settle this on the basis that the landlord was entitled to one half of what was claimed or the sum of \$268.75.
- f. The landlord claimed \$336 for the cost of painting. The parties agreed to settle this on the basis that the landlord was entitled to one half of what was claimed or the sum of \$168.
- g. I determined the landlord is entitled to \$52.87 and \$12.45 for the cost of B.C. Hydro.
- h. I determined the landlord is entitled to \$309.26 for the cost of Shaw Internet.
- i. I determined the landlord is entitled to \$87.36 for the cost of Shaw Cablesystes GP.
- j. The landlord claimed \$1029.46 for the cost Missing and damages from inventory. The parties agreed to settle this on the basis that the landlord was entitled to one half of what was claimed or the sum of \$514.73.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$10148.42 plus the \$100 filing fee for a total of \$10248.42.

Security Deposit

I determined the security deposit plus interest totals the sum of \$850. 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 \$9398.42.

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 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: February 18, 2015

Residential Tenancy Branch

