



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a landlord to serve a tenant by mailing, by registered mail to the forwarding address provided by the tenant. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the respondents by mailing by registered mail on March 5, 2015 to the forwarding address provided by the tenants. The tenants failed to pick up the documents and they were returned to the landlord. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I determined there was sufficient service. 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 written tenancy agreement that provided that the tenancy would start on March 1, 2013. The tenancy ended on June 15, 2014. The rent was \$1100 per month payable on the first day of each month when the tenancy ended. The tenant paid a security deposit of \$550 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of February 2014 (\$245 is owed), March 2014 (\$1100 is owed), April 2014 (\$1100 is owed), May 2014 (\$1100 is owed) and June 2014 (\$1100 is owed) and the sum of \$4645 remains owing.

The Law:

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.

Analysis - Monetary Order and Cost of Filing fee:

With respect to each of the landlord's claims I find as follows:

- a. The tenant(s) failed to pay the rent for the months of February 2014 (\$245 is owed), March 2014 (\$1100 is owed), April 2014 (\$1100 is owed), May 2014 (\$1100 is owed) and June 2014 (\$1100 is owed) and the sum of \$4645 remains owing.
- b. The tenants damaged the stove. It was approximately 2 years old and it cost \$447.99 to replace. Policy Guideline #40 estimates the useful life of a stove to be 15 years. I determined the landlord is entitled to \$387 of this claim after considering reasonable wear and teach.
- c. I determined the tenants damaged the toilet. I further determined the landlord is entitled to \$331.04 for the parts to repair the damage.
- d. I determined the landlord is entitled to \$69.41 to repair door knobs damaged by the tenants.
- e. I determined the landlord is entitled to \$53.61 for the cost of door fixtures.
- f. I determined the landlord is entitled to \$27.57 for the cost of sealant and grout.
- g. I determined the landlord is entitled to \$45.34 for the cost of a grout removal set.

- h. I determined the landlord is entitled to \$161 for dump fee charges levied by the City of Vancouver for removal of garbage.
- i. I determined the landlord is entitled to \$3.32 for the cost of key cutting.
- j. I dismissed the claim for recovery of the Canada Tire invoice in the sum of \$46.19 and the Home Depot tool kit in the sum of \$52.91 as the landlord failed to prove they related to damage caused by the tenants.
- k. I determined the landlord is entitled to the sum of \$1457 for labour for repairs and \$675 for labour for garbage removal.

In summary I determined the landlord has established a claim against the tenants in the sum of \$7855.29 plus \$100 for the cost of the filing fee for a total of \$7955.29.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$550. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$7405.29.

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: June 23, 2015

Residential Tenancy Branch

