



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

Dispute codes: MND, MNR, MNSD, MNDC, FF

### Introduction

This was an application by the landlord for a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The corporate landlord was represented on the application by its representative. The tenants attended the hearing.

### Background and evidence

The tenancy began on May 10, 2002 and runs from month to month with rent in the amount of \$1,875.00 due in advance on the first day of each month. The tenants paid a security deposit of \$937.50 on April 5, 2002. The tenancy ended September 30, 2008 pursuant to a two month Notice to End Tenancy issued by the landlord.

The tenancy agreement provided that the tenants were responsible for 65% of the utilities which were billed to the landlord. The landlord claimed the sum of \$332.31 for unpaid utilities at the end of the tenancy. The landlord claimed the sum of \$472.50 paid for repairs to the hardwood floor to remove pets stains that the landlord claimed were caused by the tenants' dog. The landlord claimed the further sum of \$418.95 to remove the tenants' belongings and garbage left behind at the rental unit.

The tenants acknowledged that they are responsible for the utility charges, but they claimed that amounts they have paid for late charges on the utility bills should be deducted from the amount owing. The tenants deny that they caused, or are responsible for the pet stains; they testified that there was no condition inspection performed either when they moved in or when they moved out.

The tenants testified that they will pick up their belongings, presently stored at the rental property, but they claimed to have been thwarted in doing so by the landlord's absence.

### Analysis and conclusion

I agree with and accept the tenants' submission that they should not be responsible for late fees on utility bills that were to be paid by the landlord. The bills provided by the tenants showing late charges included some duplicate bills. I have calculated the late charges on the bills produced by the tenants at \$69.44. The tenants are entitled to a credit of 65% of that amount, or \$45.14. The landlord claimed utilities of \$332.31; I award the landlord \$287.17 on account of utilities.

With respect to the amount of \$472.50 claimed for pet stains to hardwood floors, I accept the landlord's evidence that there were pet stains not present at the inception of the tenancy. When the tenancy commenced the tenancy agreement recorded that the tenants accepted the premises in "Good Condition". I award the sum of \$450.50, being the amount claimed less GST.

The landlord and the tenant agreed that the tenant will meet the landlord at the rental property on December 16, 2008 at 10:00 P.M. to retrieve the tenants' belongings. I therefore dismiss the landlord's claim for the cost to remove the tenants' belongings, but with leave to reapply in the event that the tenants do not retrieve their belongings as agreed.

The tenants requested the return of their security deposit by letter dated October 10, 2008. The landlord commenced its application within 15 days of receipt of the tenants' forwarding address. The amount of the deposit plus interest is \$969.91. I have awarded the landlord the sum of \$737.67. Because success was divided on this application I decline to award a filing fee. The deposit amount less the amount awarded to the landlord is the sum of \$232.24. I order that the landlord retain the sum of \$737.67 from the deposit which it holds and I grant the tenants an order under section 67 for the balance due of \$232.24. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated December 11, 2008.