



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, MND, MNR, FF

Introduction

This hearing dealt with cross applications. The tenant applied for return of double the security deposit and compensation for repairs made to the rental unit. The landlord applied for compensation for unpaid rent and utilities and damages to the rental unit. Both parties requested recovery of the filing fee. Both parties appeared at the hearing and confirmed service of the hearing documents. Both parties were provided the opportunity to be heard and to respond to the submissions of the other party.

Issues(s) to be Decided

1. Has the tenant established an entitlement to double the security deposit?
2. Has the tenant established an entitlement to recover the cost of repairs from the landlord?
3. Has the landlord established an entitlement to recover unpaid, utilities or loss of rent from the tenant?
4. Has the landlord established an entitlement to compensation for damages to the rental unit?
5. Mutual agreement between the parties.
6. Award of the filing fee.

Background and Evidence

Upon hearing undisputed testimony of the parties, I make the following findings. The tenancy commenced January 30, 2009 and the tenants paid a \$1,000.00 security

deposit. The tenants were required to pay rent of \$2,000.00 per month. The tenants gave written notice to end tenancy on May 30, 2009 with an effective date of August 31, 2009. The tenants vacated the rental unit at approximately 3:00 p.m. on September 1, 2009. The tenants and the landlord conducted a walk-through of the rental unit at the beginning and end of the tenancy but the landlord did not prepare condition inspection reports. At the end of the tenancy, the tenant had verbally agreed to a \$75.00 deduction from the security deposit for yard maintenance.

The tenant testified that he provided the landlord with a forwarding address in writing on September 1, 2009. The landlord returned \$784.28 of the security deposit to the tenant by mail. The cheque is dated September 15, 2009. The tenant confirmed that the envelope containing the partial refund cheque is postmarked September 16, 2009.

I heard that in making the partial refund of the security deposit, the landlord deducted \$75.00 for yard maintenance and \$140.72 for a portion of the water bill that remained outstanding according to the municipal utility department. The tenant agreed to pay for the \$75.00 yard maintenance cost during the hearing but objected to the deduction for the water bill as he had told the landlord he had sent the utility department a cheque. The landlord submitted that upon checking with the water department, the landlord was advised that the \$140.72 was still outstanding so the landlord paid it and deducted it from the security deposit. Subsequently, the tenant's cheque was recorded by the utility department, thus the utility bill was paid twice, once by each party.

In addition to double the security deposit, the tenant was seeking reimbursement of \$251.24 for repairs made to the stove, oven and dryer in the rental unit. The landlord was seeking recovery of \$1,000.00 for loss of rent for one-half of September 2009, \$249.98 for damage to a light fixture, \$75.00 for yard maintenance and \$140.72 for the water bill.

During the hearing, I briefly discussed certain rights and obligations of each party under the Act, including the landlord's obligation to prepare condition inspection reports and

the tenant's obligation to vacate the rental unit on the last day of the rental period and to contact the landlord before incurring costs for repairs.

After hearing from the parties, I facilitated a settlement discussion between the parties. The parties were able to reach a final settlement in satisfaction of their disputes which I record as follows.

1. The landlord will compensate the tenant for the repairs to the rental property in the amount of \$251.24 and for the deduction of the water bill from the security deposit in the amount of \$140.72.
2. The tenant will compensate the landlord for the one day of over-holding the rental unit which I calculate to be \$66.66 ($\$2,000.00 / 30$ days).

.Analysis

I accept the mutual agreement reached between the parties and make it my Order, to be binding on both parties. Both parties are precluded from making any future claims against the other party with respect to this tenancy. Upon further consideration of the applications before me, I further award \$40.00 of the filing fee to the tenant. Therefore, I provide the tenant with a Monetary Order in satisfaction of the mutual agreement reached between the parties and a portion of the filing fee, calculated as follows:

| | |
|---------------------------------------|------------------|
| Repairs to rental unit | \$ 251.24 |
| Water bill deducted from deposit | 140.72 |
| Filing fee (partial) | 40.00 |
| Less: charge for over-holding one day | <u>(66.66)</u> |
| Monetary Order for tenant | <u>\$ 365.30</u> |

The landlord is ordered to pay the tenant \$365.30 forthwith. The tenant has been provided a Monetary Order for this amount to ensure payment. To enforce payment the tenant must serve the Monetary Order upon the landlord and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

As further information for the parties, I enclose *A Guide for Landlords and Tenants in British Columbia*. The landlord is strongly encouraged to obtain more information about the requirements for tenancy agreements, written condition inspection reports, and handling security deposits. In future, I strongly encourage the tenant to make requests for repairs to a landlord in writing and if the landlord does not make repairs in a reasonable time, to seek an Order for repairs.

Conclusion

The parties resolved their disputes by mutual agreement. I have ordered the landlord to pay the tenant \$365.30 and I have provided the tenant with a Monetary Order to ensure payment is made.

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: January 08, 2010.

Dispute Resolution Officer