

DECISION

Dispute Codes: MND, MNDC, MNSD and FF

Introduction

These applications were brought by both the landlord and the tenants.

By application received December 21, 2009, the landlord seeks a Monetary Order for damage to the rental unit, losses under the legislation or rental agreement, authorization to retain the security and pet damage deposits in set off and recovery of the filing fee for this proceeding.

By application of September 22, 2009, the tenants seek return of their security and pet damage deposits and recovery of their filing fee from the landlord.

Issues to be Decided

This matter requires decisions on the disposition of the security and pet damage deposits and whether the landlord is entitled to monetary compensation for damage to the rental unit.

Background and Evidence

This tenancy began on October 16, 2008 and ended on August 31, 2009. Rent was \$1,200 per month and the landlord holds a security deposit of \$600 and a pet damage deposit of \$600, both paid on October 16, 2009.

As to the tenants claim for return of the security and pet damage deposits, they gave evidence that they had provided the landlord with their forwarding address in writing at the end of the tenancy and that he had advised them some time later that it would not be returned.

The landlord gave evidence that the tenants had submitted a notice to end the tenancy on August 1, 2009 to take effect on August 31, 2009, one day short of the full month as required under section 45 of the *Act*. For that reason, and because the tenants had two dogs and other matters requiring extra work that took time to remedy, he claims loss of rent for September 2009. The tenants concurred that they had taken in a second rescued dog, but they has been diligent in cleaning up after both dogs.

The landlord gave uncontested evidence that the rental agreement provided that the tenants were responsible for lawn care. The front yard had been kept up, but the much larger back yard was overgrown. The tenants stated that they had had some trouble with the lawn mower and had paid the landlord's assistant to do the front, but he was unwilling to do the larger back yard. The landlord claims \$125 for the work. In the absence of more detailed evidence, I find the cost to be somewhat high and reduce this part of the claim to \$100.

The landlord claims \$50 for cleaning up dog droppings in the yard and this part of the claim is allowed.

The landlord also claims \$30 for extra cleaning of the floors with a disinfectant. The tenants stated they had cleaned the floors thoroughly and no further work was required.

The parties disagree as to opportunities for a joint move-out condition inspection report. As the *Act* places the onus on the landlord to offer two opportunities for the inspection, the latter of which must be in writing, and as I have no such evidence before me, this part of the claim is dismissed.

The landlord claims \$225 for tending to a company owned ozonator for four or five days to eliminate dog odours in the home. The work involved checking on the equipment twice a day and extinguishing and re-lighting pilot lights. I find the claim to be somewhat high in view of the fact that equipment was company owned and the labour was limited and reduce this part of the claim to \$150.

Analysis

I find that both parties breached the *Act*.

Section 38(1) of the *Act* states that, within 15 days of the latter of the end of the tenancy or receipt of the tenants forwarding address, the landlord must either return the pet damage and security deposits or make application for dispute resolution to claim against them.

In this instance, the landlord did not return the deposits and was approximately three months late in bringing the application.

Section 38(6) of the *Act* states that if a landlord does not comply with section 38(1), the landlord:

- (a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Accordingly, I find that the landlord must pay the tenants double the \$600 pet damage deposit and double the \$600 security deposit plus interest on the initial deposits.

I find that the tenants breached section 45 of the *Act* by giving late notice and that they breached the rental agreement by having an extra dog and by failing to mow the grass as agreed.

Thus I find that the parties owe one another, the previously summarized amounts on the landlord's claim and the tenant's deposit claims, balanced as follows:

Award to Tenants		
Pet damage deposit and security deposit	\$1,200.00	
Interest (Oct. 16, 2008 to date)	4.52	
To double deposits as per section 38(6)	<u>1,200.00</u>	
Sub total	\$2,404.52	\$2,404.52
Award to Landlord		
Loss of rent for September 2009	\$1,200.00	
Mow and cleaning of back yard	100.00	
Remove dog droppings	50.00	
Tend to ozonator	<u>150.00</u>	
Sub total	\$1,500.00	- <u>1,500.00</u>
Balance owed by landlord to tenants		\$ 904.52

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$904.52, enforceable through the Provincial Court of British Columbia, for service on the landlord.

January 21, 2010