



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage or loss under the Act, regulations or security deposit; to retain all or part of the security deposit; and, recovery of the filing fee.

Issues(s) to be Decided

1. Has the landlord established an entitlement to damage or loss under the Act, regulations or tenancy agreement?
2. Is the landlord authorized to retain all or part of the security deposit?

Background and Evidence

The parties provided the following undisputed testimony. The landlord and three co-tenants entered into a tenancy agreement set to commence on August 1, 2009 and end on August 31, 2010. The tenants paid a \$775.00 security deposit. The monthly rent was set at \$1,550.00 per month and the tenants were required to pay for utilities. The landlord would present water and sewer bills to the tenants and require the tenants to pay a portion of the bills based upon the number of occupants living at the residential property. During the tenancy there was one additional occupant living in the basement unit. The parties mutually agreed to end the tenancy effective May 31, 2010.

In making this application the landlord is seeking to recover the following amounts:

Unpaid portion of rent for May 2010 (1/3 of rent)	\$ 516.00
Unpaid portion of water/sewer bill (1/4 of bill)	33.00
Water/sewer bill for February 27 – June 1, 2010 (3/4 of bill)	81.00
Cleaning (oven, kitchen cabinets and floor)	<u>60.00</u>
Total claim	\$ 690.00

Documentary evidence provided by the landlord included copies of the tenancy agreement, tenant's written agreement to end tenancy, utility bill, condition inspection reports and photographs of the rental unit.

The landlord explained that she named only one of the co-tenants in making this application as only one co-tenant provided the landlord with a forwarding address in writing.

The tenant agreed that one of the co-tenants failed to pay the landlord their portion of the rent for May 2010 and their portion of the previous water/sewer bill. The tenant explained that an effort was made to clean the rental unit but that she personally vacated the rental unit before one of the other co-tenants and that it was possible the rental unit required additional cleaning after she left. The tenant was unaware of the amount owed for the water/sewer bill received after the tenancy ended but agreed that it was payable by the tenants.

Analysis

Co-tenants are jointly and severally liable for debts or damages relating to the tenancy and a landlord may recover damages or loss from all or any of the co-tenants. It falls to the co-tenants to apportion any amounts payable to the landlord among themselves.

The Act requires that tenants pay rent when due under the terms of the tenancy agreement, unless the tenants have the legal right to withhold all or part of the rent. In this case I am satisfied that \$1,550.00 was payable by the tenants for the month of May 2010 and the tenants failed to pay \$516.00 of the rent. I am also satisfied that the tenants did not pay \$33.00 of the water/sewer bill invoiced before the tenancy ended.

I accept the evidence before me that the tenants are responsible for the water/sewer charges for the period from February 27, 2010 to the end of the tenancy. The water/sewer bill includes charges for June 1, 2010; however, I find the inclusion of one extra day too immaterial to adjust the claim. The landlord is awarded \$81.00 for the last water/sewer bill.

Based upon the condition inspection report I accept that additional cleaning was required in the kitchen and I find the landlord's claim of \$60.00 reasonable. Therefore, I award that amount to the landlord.

I found the tenant was very co-operative during the hearing and acted very reasonably in response to the landlord's claims. I find it reasonably likely this hearing could have been avoided by obtaining the tenant's written agreement for deductions from the security deposit. I also note that the condition inspection reports used by the landlord do not comply with the section 20(2) of the Residential Tenancy Regulation which requires a distinguishable area on the inspection report to record whether the landlord and tenant agree with deductions from the security deposit. For these reasons I award the landlord only one-half of the filing fee.

In light of the above findings, the landlord has been authorized to deduct a total of \$715.00 from the security deposit including one-half of the filing fee. The landlord is ordered to return the balance of the security deposit of \$60.00 to the tenant forthwith. To ensure payment I provide the tenant with a Monetary Order in the amount of \$60.00 to serve upon the landlord and enforce as necessary.

Conclusion

The landlord has been authorized to deduct \$715.00 from the security deposit. The landlord must return the balance of \$60.00 to the tenant forthwith. The tenant has been provided a Monetary Order in the amount of \$60.00 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: October 27, 2010.

Dispute Resolution Officer