



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC

Introduction

Some written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2357.50 and a request to retain the full security deposit towards the claim. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee.

Background and Evidence

The applicant testified that:

- At the end of the tenancy the tenant still owed \$650.00 in prorated rent, and has not paid that rent.
- After the tenant vacated they discovered that the washing machine did not work, and as it's stacking washer dryer combination, they had to replace both, at a cost of \$1399.42.
- They believe the damage to the washing machine was the result of negligence on the part of the tenant.

- They were also charged \$99.49 by washer repair company who assessed the damage to the unit. They stated that it would cost approximately \$1000.00 to repair the unit and therefore they decided to just replace the unit.
- They are also asking for \$307.50 as a management fee, because the landlord as requested that they handle this for him.

The applicants are therefore requesting an order as follows:

prorated rent outstanding	\$650.00
Washer and dryer service charge	\$99.49
Management fee	\$307.50
Filing fee	\$50.00
Total	\$2506.41

The respondent testified that:

- She does not dispute that she owes prorated rent in the amount of \$650.00, however the landlord holds her security deposit of \$850.00 and she also paid a key fob deposit of \$225.00.
- She did not damage the washer and dryer and in fact they did a load on the day they vacated, and there was nothing put on the move-out inspection report that stated that the washer and dryer was damaged.
- New tenants moved into the rental unit right away, and therefore the damage could have been caused by them.

The respondent therefore does not believe that she owes any money other than the \$650.00 in prorated rent, and that the remainder of her security deposit and key fob deposit should be returned to her.

Analysis

I allow the landlords claim for the \$650.00 in prorated rent because the tenant admits that she does owe this rent.



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The landlord has supplied no evidence in support of his claim that the washing machine was damaged due to negligence on the part of the tenant. Further the landlord has not supplied a copy of the service invoice, or copies of the purchase invoice.

Therefore the claims for servicing the washer, and replacing the washer and dryer are both dismissed.

I also deny the claim for the management fee. It is the landlord's choice to use a management company to deal with the tenancy, and therefore that is a fee he must pay, and cannot be passed on to the tenant.

I will allow the claim for the filing fee because there is still a substantial amount of rent outstanding.

Conclusion

I have allowed \$700.00 of the landlord's claim, and therefore the landlord may retain \$700.00 of the security deposit, and the remaining \$150.00 must be returned to the tenant. I make no order regarding a key fob deposit as the tenant has supplied no evidence to show that this deposit has been paid; however if the landlord does establish that a key fob deposit has been paid, it too must be returned to the tenant.

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: December 13, 2010.

Dispute Resolution Officer