



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes**      MNR, MNSD, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the tenant's application for a monetary order for the cost of emergency repairs; for a monetary order for return of the pet damage deposit or security deposit; and to recover the filing fee from the landlord for the cost of this application.

The tenant attended the conference call hearing, gave affirmed testimony, and provided evidence in advance of the hearing. Despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on November 18, 2010 the landlord did not attend, however did provide an evidence package in advance of the hearing to the Residential Tenancy Branch and the tenant, which was received later than permitted by the Rules of Evidence. Therefore, the landlord's evidence is not considered in this Decision. All other evidence and testimony provided has been reviewed and is considered in this Decision.

### **Issue(s) to be Decided**

Is the tenant entitled to a monetary order for the cost of emergency repairs?  
Is the tenant entitled to a monetary order for return of the pet damage deposit or security deposit?

### **Background and Evidence**

This month-to-month tenancy began on September 14, 2002 and ended on February 28, 2010. Rent in the amount of \$700.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300.00.

The tenant testified that he personally gave the landlord his forwarding address in writing at the landlord's residence on March 26, 2010 along with a request for return of the security deposit and reimbursement of 2 emergency repairs that the tenant had

completed at his own expense. A copy of that notice was provided in advance of the hearing.

The tenant also testified that the parties had an agreement that the tenant would provide repairs to the rental unit and the landlord would reimburse him for those repairs, and the landlord did so with the exception of repairs to seized door locks on the front door of the rental unit and chimney repair. The tenant stated that the unit has electric heat, but he used wood as his primary heat source and the landlord was aware of that. The tenant had the chimney cleaned and the repair person told him that the flu had not been installed properly, the pipe was damaged, and consequently the unit was a fire hazard. The tenant advised the landlord, but the landlord did not have any repairs done. About a year later, the tenant had the repairs done for a cost of \$120.75 and provided a receipt for that expense. He also provided a receipt for the door lock and door knob that needed to be replaced in order to secure the rental unit in the amount of \$44.11. The landlord was advised that the door lock had seized and was not useable.

The tenant applies for double recovery of the security deposit, \$120.75 for chimney repair and \$44.11 for door lock and knob repair. He also testified that the landlord has not returned any portion of the security deposit and the tenant has not consented to the landlord retaining any portion of it. Further, no move-out condition inspection report was completed by the parties at the end of the tenancy, nor was a move-in condition inspection report completed when the tenancy began.

### **Analysis**

The *Residential Tenancy Act* states that the landlord must return the security deposit or apply for dispute resolution claiming against the security deposit within 15 days of the later of the date the tenancy ends or the date the tenant provided his forwarding address in writing. In the event that the landlord does neither, then on application by the tenant, the tenant is entitled to double recovery of the security deposit, plus interest calculated in accordance with the regulations. In this case, I find that the tenancy ended on February 28, 2010, the tenant provided his forwarding address in writing which was received by the landlord on March 26, 2010 and the landlord has not applied for dispute resolution claiming against the security deposit and has not returned any portion of it to the tenant. Therefore, the tenant is entitled to double recovery of the \$300.00 security deposit, plus interest in the amount of \$10.62.

With respect to emergency repairs, I accept the evidence of the tenant that the landlord had consented to repairs being made and the tenant was reimbursed for repairs over the duration of the tenancy, which lasted almost 8 years. I further accept the evidence

of the tenant that the landlord has not reimbursed the tenant for the wood heater repair nor the door lock and knob repair, and the landlord was aware that the repairs were necessary. I further find that the tenant has complied with Section 33 of the *Act* and the landlord has failed to reimburse the tenant for those repairs. I find that the tenant has established a claim for the cost of those repairs in the amount of \$164.86.

The tenant is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

### **Conclusion**

For the reasons set out above, I hereby grant a monetary order in favour of the tenant in the amount of \$825.48. This order may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

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: March 25, 2011.

---

Residential Tenancy Branch