



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep all or part of the security and pet damage deposits; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. The landlord testified that pursuant to a written agreement, the month to month tenancy started in August 2004. The rent was \$850.00 per month and the tenant paid a security deposit of \$397.50, and a pet damage deposit of \$397.50 which the owner calculated to total \$850.65 with accrued interest by the end of the tenancy on May 31st, 2011.

In her documentary evidence, the landlord provided in part; a security deposit statement itemizing the costs of repairs, cleaning, and monetary deductions against the tenant. The statement shows that the landlord deducted \$511.00 and owed a balance of \$339.65 to the tenant. The landlord also provided 25 photographs in support of her claim. The landlord's monetary claim is described as follows:

- Suite cleaning: \$170.00
- Carpet cleaning: \$ 65.00
- Repair holes: \$ 50.00
- Drapes cleaning: \$ 55.00
- Flea treatment: \$125.00
- Bulb/heat lamp replacement: \$ 26.00
- Garbage disposal: \$ 30.00
- Total deductions: \$511.00
- Balance owed to the tenant: \$339.65

The landlord stated that the tenant refused to accept that amount upon service and informed the landlord that he intended to proceed with the dispute resolution process.

The tenant argued the claim against flea spray because he said that he had no pets for the last 19 months of the tenancy; and the replacement of the light bulbs because they were turned loose to save power and not because they were burnt out.

During this exchange the parties undertook to achieve a resolution to this matter. The landlord agreed to forfeit the claim for flea treatment, and both parties agreed to share the cost of replacing the light bulbs.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The landlord amended her claim against the tenant by the following deductions:
 - o \$125.00 for flea spray.
 - o \$13.00 for light bulb replacement
- The landlord's claim is re-adjusted from \$511.00 to \$373.00
- The balance owing to the tenant is \$477.65

Conclusion

Section 17 of the *Residential Tenancy Policy Guideline* states in part:

"The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return. "

Accordingly, I order the return of the balance of the tenant's security deposit and I grant the tenant a monetary order in the amount of \$477.65. If necessary, this Order may be registered in the Small Claims Court and enforced as an order of that Court. Since this matter was resolved informally, I decline to make an order regarding the filing fee.

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: September 14, 2011.

Residential Tenancy Branch