



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for money owed or compensation due to damage or loss, to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

The landlord testified that when the tenant vacated he did not pay the \$75.00 strata move-out fee. The tenant stated that this was true as the caretaker from the other tower did not ask him for the move out fee. The tenant agreed that this amount was due to the landlord and that he would pay it.

The landlord stated that the strata issued a \$100.00 fine to the tenant for being in breach of the strata by-laws regarding his dog. The tenant stated that there had been a scuffle between the tenant's 7 month old dog and another tenant's dog where the other tenant claimed to have been bitten by the tenants dog. The tenant stated that when the dogs were being separated it was possible that one of the dogs bit the other tenant however he never provided any evidence of the tenant having been bitten.

The landlord stated that they had no evidence that the tenant was responsible for the damage to the common area of the rental property and that the \$250.00 claim for damages was being withdrawn. The landlord advised the tenant that she had already sent the tenant the \$250.00 they had withheld from his security deposit for these damages.

The landlord stated that they still held \$175.00 of the tenant's security deposit.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for the \$75.00 strata move out fee.

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has not met the burden of proving that they have grounds for entitlement to a monetary order for the \$100.00 strata fine. The landlord has not submitted evidence of the fine being imposed upon the tenant or the circumstances for which the fine was imposed as it relates to the strata rules. This portion of the landlord's claim is therefore dismissed without leave to reapply.

The landlord during the hearing withdrew the \$250.00 claim for damages due to lack of evidence.

Accordingly I find that the landlord is entitled to a monetary order for \$75.00.

As the landlord has had some success in their application they are entitled to recover \$25.00 of the \$50.00 filing fee.

The landlord stated that they still hold \$175.00 of the tenant's security deposit. The \$75.00 monetary award and \$25.00 filing fee is to be deducted from the tenant's \$175.00 security deposit and this result in a balance due of \$75.00 due to the tenant which the landlord is to return to the tenant no later than November 30, 2011.

### Conclusion

I find that the landlord has established a monetary claim for \$75.00 for the strata move out fee. The landlord is entitled to recover \$25.00 of the \$50.00 filing fee. The \$75.00 monetary award and \$25.00 filing fee is to be deducted from the tenant's \$175.00 security deposit still held by the landlord.

The landlord is to return the \$75.00 balance of the security to the tenant no later than November 30, 2011.

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: November 17, 2011.

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Residential Tenancy Branch