



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlords for a monetary order for damages, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Are the landlords entitled to any of the above under the Act.

Background and Evidence

Matters related to this tenancy were heard October 17, 2011 under file 777074. This hearing was conducted to determine if the tenant was entitled to return of the security deposit and money owed or compensation for damage or loss. The Dispute Resolution Officer ruled in favour of the tenant and awarded the tenant a monetary award of \$595.00 in return of double the security deposit less \$137.50 which the tenant had agreed the landlord could with retain for unpaid rent.

The landlord testified that when the tenant vacated the rental unit that she did not complete repairs as required and that there are utilities that remain unpaid. The landlord stated that the door to the garage was damaged and the fridge was damaged. The landlord stated that the repair to the garage door that the tenant did complete was insufficient as all the tenant's contractor did was put epoxy in the crack. The landlord stated that the unit has been re-tenanted but that the garage door is blocked off as the deadbolt lock is not functioning; the landlord has not completed any repairs on the garage door.

The landlord stated that the walls also had many scratches on them and holes from the tenant hanging pictures. The landlord stated that move in and move out inspections were not completed and that he had not been aware of the processes required as this was his first time as a landlord.

The tenant testified that all repairs were completed on the rental unit when she vacated and that she had just received the utility bills in the landlord's evidence package. The tenant stated that the fridge had been damaged before she occupied the rental unit and that she had only put a few pictures up on the walls.

The tenant stated that when the contractor went to the rental unit to complete the repairs on June 29, 2011 the landlord had already changed the locks and was working on the rental unit. The tenant maintains that her contractor when finished with the repairs, asked the landlord if any other repairs were needed and the landlord advised him no.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord is not entitled to a monetary order for damage or loss, compensation for damage or loss or to keep any or all of the security deposit.

The landlord has not submitted any receipts for repairs that were required in the rental unit and the tenant has submitted photographic evidence and receipts for having completed the repairs. The landlord has also not provided move-in or move-out condition inspection reports that reflect the condition of the rental unit and establishes damage to the walls or fridge.

Evidence submitted by the tenant establishes that the locks were changed prior to the end of the tenancy and that after the tenant's contractor completed all necessary repairs which included the garage door, the landlord advised the contractor that no additional repairs were required. Therefore the landlord's application for a monetary order for damages and money owed or compensation for damage or loss are hereby dismissed without leave to reapply.

As the security deposit was previously awarded to the tenant, the landlord under section 38 of the *Act* has extinguished his right to claim against the security deposit and that portion of the landlord's claim is dismissed without leave to reapply.

The parties both agreed that the tenants were to pay 30% of the utilities which results in an amount of \$28.91 due on the Fortis gas bill and \$22.36 (pro-rated) due on the BC Hydro bill. Accordingly I find that the landlord is entitled to a monetary order for \$51.27.

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

Conclusion

I find that the landlord has established a monetary claim for \$51.27 in unpaid utilities. The landlord is also entitled to recover \$25.00 of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$76.27**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: January 9, 2012

Residential Tenancy Branch