



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent. Both the landlord and the tenant participated in the conference call hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 1, 2006. Rent in the amount of \$1642 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$750 and a pet deposit of \$150. The tenancy ended on September 30, 2011.

### *Landlord's Claim*

The landlord claimed the following monetary amounts:

- 1) \$642 in unpaid rent for September 2011
- 2) \$220 for an unpaid water bill
- 3) \$1305 for furnace oil – in the addendum to the tenancy agreement, the tenant agreed to leave at the end of the tenancy with a full tank of fuel oil, but the tenant failed to do so
- 4) \$200 estimated replacement cost for two broken windows

The landlord did not provide a copy of the tenancy agreement or any other documentary or photographic evidence to support her application.

*Tenant's Response*

- 1) Unpaid rent – the tenant acknowledged that she did not pay \$642 of the rent for September 2011. She withheld that amount because the landlord began doing renovations in mid-September 2011 which rendered the rental unit unliveable.
- 2) Water bill – the tenant acknowledged that she owed \$220 for the unpaid water bill.
- 3) Furnace oil – the landlord and the tenant signed a new tenancy agreement in July 2011 and there was no addendum to that agreement making reference to the furnace oil.
- 4) Broken windows – the windows were already broken at the outset of the tenancy, which was noted in the move-in condition inspection report.

Analysis

Upon consideration of the evidence, I find as follows.

The landlord is entitled to the amounts claimed for unpaid rent of \$642 for September 2011 and \$220 for the water bill. The tenant acknowledged that she did not pay these amounts. The tenant did not make an application to claim monetary compensation for the condition of the rental unit for the second half of September 2011.

The landlord is not entitled to the amounts claimed for the furnace oil or the broken windows. The landlord did not provide a copy of the addendum to support the claim for that amount. The landlord did not provide any proof of the broken windows or that the damage occurred during the tenancy, and the landlord did not incur any compensable loss, as the windows have not yet been replaced. I therefore dismiss the portions of the landlord's application regarding the furnace oil and the broken windows.

As the landlord's claim was partially successful, I find she is entitled to partial recovery of her filing fee, in the amount of \$25.

Conclusion

The landlord is entitled to \$887. The total amount of the pet and security deposits and applicable interest is \$930.35. I order that the landlord retain \$887 from the deposits in full satisfaction of her claim, and I grant the tenant an order under section 67 for the balance due of \$43.35. This order may be filed in the Small Claims Court 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 25, 2012.

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Residential Tenancy Branch