



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MND, MNR, MNSD and FF
Tenant: MNDC and MNSD

This hearing was convened on applications by both the landlord and the tenant.

By application of February 14, 2012, the landlord seeks a monetary award for unpaid utilities, damage to the rental, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

By application received on March 12, 2012, the tenant seeks a monetary award for damage or loss under the legislation or rental agreement and return of her security deposit.

At the commencement of the hearing, the landlord advised that the tenant had paid the hydro bill and he withdrew that part of his claim

Issue(s) to be Decided

This matter now requires a decision on whether both parties are entitled to monetary awards for the claims submitted and the disposition of the security deposit.

Background, Evidence and Analysis

This tenancy began on July 1, 2010. Rent was \$997 when the tenancy ended on January 31, 2012 and the landlord holds a security deposit of \$462.50. Prior to the subject tenancy, the tenant rented another unit owned by the landlord and had done contract work for the company.

As a somewhat unusual feature of the subject tenancy, the parties had agreed that the tenant would do watering, mowing, weeding, refuse clearing and snow and ice removal during the winter months in exchange for a rent rebate \$50 per month, payable "provided the current month's rent has been paid."

LANDORD'S CLAIMS

After removing the landlord's claim for unpaid utilities as he directed, the landlord submitted the following claims on which I find as follows:

Precision Glass invoice - \$194.08. This claim is for two broken windows in the foyer of the rental unit and for a third upper window in the master bedroom which the tenant stated she attempted but failed to repair because the frame was so badly damaged. The tenant concurred that she was responsible for one of the windows in the foyer which was broken from the inside but stated she had not been responsible for a crack on the other, a storm window that had been cracked on the outside. I find that the tenant is responsible for the upstairs window and the window broken from the inside but that it has not been proven the storm window was the fault of the tenant rather than wind flexing the window or an object blown into it, or some such external cause.

In calculating the share of the invoice, I am varying the assessment uttered during the hearing as follows:

Glass for master bedroom window	\$ 15.30
2/3 of labour and miscellaneous materials $(\$112.50 + 5.00 = 117.50) \times .66$	<u>77.56</u>
Sub total	\$113.10
HST	<u>13.57</u>
TOTAL	\$126.67

Fast Tracker invoice - \$128.74. This claim is for completion of patching work begun but not completed by the tenant. As I have no evidence that completing the repair started by the tenant is any more costly than having the repair done professionally, and as maintenance is the responsibility of the landlord under section 32 of the Act, I must dismiss this claim.

Filing fee - \$50. Having found some merit in the landlord's application, I find that he is entitled to recover the filing fee for this proceeding from the tenant.

TENANTS' CLAIMS

As to the tenant's application, she has submitted the following claims:

For improvements to the rental unit - \$705. The tenant claims this amount for various improvements and repairs done to the rental unit throughout the course of the tenancy. However, the landlord does not concur with the claims and there is no written approval or direction from the landlord that he agreed to permit or reimburse the tenant for such work. This claim is dismissed.

Rent rebates for yard work - \$200. This claim is based on the landlord's refusal to provide the \$50 rent rebate for the last four months of the tenancy. The landlord notes that the rental agreement provides for the rebate and is contingent on the requirement that the "current month's rent has been paid in full." While the rent was demonstrably late in each of the four months in question, it was paid in full in the end. Therefore, I find that the tenant is entitled to recover the \$200 claimed.

Security deposit - \$462.50. Except for the award to the landlord, I find that the tenant is entitled to return of the deposit as included in the following table.

I find that accounts balance as follows:

Tenants' credits and awards		
Security deposit deposit	<u>462.50</u>	
Sub total	\$662.50	\$662.50
Award to landlord		
Precision Glass invoice	\$126.67	
Filing fee	<u>50.00</u>	
Sub total	\$176.67	- <u>176.67</u>
TOTAL remainder of deposit to be returned to tenant		\$485.83

Conclusion

The landlord is authorized to retain \$176.67 from the amount awarded to the tenant.

The tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for **\$485.83**, for return of the security deposit and the balance of the monetary award to her.

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 21, 2012.

Residential Tenancy Branch