



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNSD, MNR, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs to a dryer, unpaid rent, and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of his security deposit and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order to recover the cost of repairs, unpaid rent and the filing fee? Is the tenant entitled to the return of his security deposit?

Background and Evidence

The tenancy started on February 01, 2012 and ended on April 30, 2012. The rent was \$1,800.00 due on the first day of each month. The rental unit was occupied by three foreign exchange students. Prior to moving in the tenant paid a security deposit of \$900.00.

The landlord stated that the tenant did not pay rent for April while the tenant states that rent was paid to the "old man" who came by on April 01 to collect rent. The tenant did not have a receipt to support his testimony. The landlord stated that the old man that the tenant referred to was his father and that his father came by once a month to mow the lawn.

The landlord stated that his father did not collect rent and added that rent was collected by himself, directly from the tenants. He also stated that he gave them receipts. The tenant agreed that he was given a receipt for the security deposit but stated that he did not get one for rent.

The landlord filed copies of the rent receipts including one for April. The landlord stated that the receipts for February and March are faint because they are photocopies of the carbon copy of the receipt. The receipt for April is dark and clear because it is a copy of the original and was not given to the tenant because the tenant did not pay rent. The landlord stated that he (AM) was the one who collected rent every month, provided a receipt and had even signed the tenancy agreement.

The tenant stated that he had never seen the landlord (AM) and always dealt with the landlord's father. He said that he always paid rent to the landlord's father and it was the landlord's father who signed the tenancy agreement. The tenant filed letters from his witness who states that she witnessed the tenant pay rent to AM on April 01. This contradicts the tenant's testimony that he paid rent to the landlord's father.

In order to determine whether the tenants dealt with the landlord (AM) or his father, I requested the landlord to fax a copy of his driver's licence. The signature on the licence matches the signatures on the rent receipts and the tenancy agreement.

The tenant stated that the landlord's father signed the tenancy agreement, but based on the signature on the identification of the landlord, it appears that the landlord (AM) was the person who signed the tenancy agreement and was the person that the tenants dealt with.

The landlord is also claiming \$260.00 that he spent to fix the dryer and has provided a receipt to support his claim. The receipt states that there was a problem with the heating assembly and the bearings. The landlord stated that he had purchased the machine second hand, approximately one year ago.

The tenant disputed the landlord's claim of \$260.00 for repairs and stated that the machine worked fine during the tenancy and that he had used it just prior to moving out.

Analysis

In this case the tenant stated that he had paid rent to the landlord's father for the month of April. His witness' statement contradicts his oral testimony and states that rent for April was paid to AM. The tenant also stated that the tenancy agreement was signed by the landlord's father who also collected rent every month. Upon reviewing the identification of AM, I find on a balance of probabilities, that it is more likely than not that the tenancy agreement and rent receipts were signed by AM and that AM collected rent from the tenants. I further find that it is also more likely than not, that AM did not receive rent for April.

Based on the above, I find that the tenant owes rent for April in the amount of \$1,800.00.

Residential Tenancy Policy Guideline #1 states that the tenant is not responsible for reasonable wear and tear to the rental unit. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

The invoice for the repair shows that the problem was with the heating assembly and bearings. The landlord stated that he had purchased it second hand. I find that the problems are more likely connected to natural deterioration and not due to neglect on the part of the tenant. Therefore I find that the landlord must bear the cost of repairs.

Based on the sworn verbal testimony and documentary evidence filed by both parties, I find that the landlord has established a claim for rent in the amount of \$1,800.00. Since the landlord has proven his case he is also entitled to the recovery of the filing fee of \$50.00. I order that the landlord retain the security deposit of \$900.00 in partial satisfaction of his claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$950.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant must bear the cost of filing his own application.

Conclusion

I grant the landlord a monetary order in the amount of **\$950.00**.

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: August 31, 2012.
