



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to monetary order for unpaid utilities?
Is the landlord entitled to a monetary order for damages to the unit?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The tenancy began on October, 1, 2011. Rent in the amount of \$1,400.00 was payable on the first of each month. A security deposit of \$700.00 was paid by the tenant. The tenancy ended on July 31, 2012. The parties participated in a move-in and move-out inspection. Filed in evidence are copies of those reports.

The tenant agreed she owed utilities in the amount of \$47.25.

The tenant agreed to pay \$60.00 for additional cleaning of the unit.

The parties agreed the tenant was responsible for carpet cleaning. The landlord's agent testified that it cost \$140.00 to have the carpets clean. Filed in evidence is a copy of the receipt.

The tenant testified she agreed to pay \$125.00.

The landlord's agent testified the crisper drawer in the refrigerator was broken by the tenant. The agent stated that the draw was approximately seven years old. The agent stated the crisper in the refrigerator was inspected at the move-in inspection and no

parts were broken at that time. The landlord seeks to recover the replacement cost of the draw in the amount of \$61.61.

The tenant testified she believes the crisper was broken at the start of tenancy.

The landlord testified they are seeking compensation for administration fees in the amount of \$100.00.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find as follows:

The tenant agreed she owed \$47.25 for utilities. I find the landlord is entitled to compensation for unpaid utilities in the amount of **\$47.25**.

The tenant further agreed she would pay \$60.00 for addition cleaning. I find the landlord is entitled to compensation for cleaning in the amount of **\$60.00**.

The tenant agreed to pay \$125.00 for carpet cleaning. The landlord paid \$125.00 for carpet cleaning, however, that amount did not include the taxes of \$15.00. As a result, I find the tenant is responsible to pay the total cost of cleaning the carpets in the amount of **\$140.00**.

In this case, the move-in inspection does specially indicate the crispers in the refrigerator were in good condition at the start of the tenancy.

Section 21 of the Act states a condition inspection report completed in accordance with this section is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

As the tenant has failed to prove a preponderance of evidence to the contrary, I find the landlord is entitled to compensation for replacing the refrigerator crisper.

Under the Residential Policy Guideline #40, if an item was damaged by the tenant, the age of the item may be considered when calculating the tenant's responsibility for the cost of replacement. As, I have determined that the crisper had a useful life of 15 years, and the crisper was seven years old, the landlord is entitled to the depreciated value of fifty-three percent. The evidence of the landlord's agent was it cost \$61.61 to replace the crisper. Therefore, I find the landlord is entitled to compensation for the cost of replacing the crisper in the amount of **\$32.66**.

The evidence of the landlord's agent was they are seeking an administrative fee. However the tenancy agreement does not have a clause, that the tenant would pay

administrative fees for the cost of re-renting the unit. Therefore, I find the landlord is not entitled to compensation for administrative fees.

I find that the landlord has established a total monetary claim of **\$329.91** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord to retain **\$329.91** from the security deposit in full satisfaction of the claim. I grant the tenant a monetary order of **\$370.09**, should the landlord fail to return the balance of the security deposit.

This order may be filed in the Provincial Court (Small Claims) 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: October 25, 2012.

Residential Tenancy Branch