

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord has made an application for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and the recovery of the filing fee. The Tenants have made an application for a monetary order for the return of the pet damage and security deposits.

Both parties attended the hearing by conference call and gave testimony. The Tenant has confirmed receipt of the Landlord's notice of hearing and evidence package. The Landlord states that he has not received any evidence from the Tenant. The Tenant's evidence was read in detail to the Landlord and I find that the material to not be of any prejudice to the Landlord and accept it on this basis. As such, I find that both parties have been properly served.

It was clarified with the Landlord's Agent, K.T. for Bayside Property Services that his company took over in November of 2012. The Tenant has made no objection on this issue.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agreed that this Tenancy began on February 1, 2012 and ended on September 30, 2012. The monthly rent was \$875.00 payable on the 1st of each month. A pet damage deposit of \$437.50 and a security deposit of \$437.50 were paid.

The Tenant seeks the return of the pet damage and security deposits totalling, \$875.00. The Tenant states that she provided her forwarding address in writing to the Landlord, C.S. in person on October 1, 2012. The Landlord confirms that both of the deposits are still held.

The Landlord seeks a monetary order of \$892.00 which consists of \$767.00 for the cost of the vending machine repairs, \$50.00 for a late rent fee and \$75.00 for the cost of a broken door. The Tenant has conceded the cost of the \$50.00 late rent fee and the \$75.00 for the damaged door, but disputes the vending machine repair cost. The Landlord states that the Tenant's daughter, C.O. was responsible for the damage to the vending machine. The Tenant disputes that her did not damage the vending machine. The Tenant states that her daughter admitted to taking items from the vending machine as the door was unlocked, but caused no damages. The Landlord states that he is unable to provide any details on how the vending machines were damaged.

Analysis

I find on a balance of probabilities that the Landlord has failed to provide sufficient evidence that the Tenant's daughter, C.S. was responsible for the damage to the vending machine. The Landlord has not provided any evidence to show that the Tenant, C.S. damaged the vending machine. This portion of the Landlord's claim is dismissed.

As the Tenant has conceded the costs of the \$50.00 late rent fee and the \$75.00 damaged door cost, the Landlord has established a claim for \$125.00. I find that the Landlord is entitled to \$25.00 for the recovery of a portion of the filing fee. The Landlord has established a total claim of \$150.00.

As the Landlord currently holds a combined pet damage and security deposits of \$875.00, I order that the Landlord retain \$150.00 from this amount and return \$725.00 to the Tenant. The Tenant is granted a monetary order under section 67 for \$725.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$725.00.

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: January 08, 2013.

Residential Tenancy Branch

