



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of the tenant and in the absence of the landlord although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenants was sufficiently served on the landlord by mailing, by registered mail on April 19, 2013 addressed to business address of the landlord. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?
- d. Whether the Tenant is entitled to a monetary order and if so how much?

Background and Evidence:

The tenancy began in October 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$875 per month payable on the first day of each month. The tenants paid a security deposit of \$437.50 at the start of the tenancy.

The tenants vacated the rental unit on March 31, 2013.

Landlord's Claim:

The landlord filed an Application for Dispute Resolution making the following claims:

- \$875 for loss of rent for April because of the tenant's failure to give written notice and failure to permit the landlord to show the rental unit.
- \$395 for repairs of the wall
- \$50 to clean the stove/oven/fridge and sink
- \$65 to replace the grouting
- For an order to retain the damage deposit of \$437.50.

The landlord failed to attend the hearing. The tenant was present and ready to proceed.

As a result I ordered that the landlord's claim be dismissed in its entirety without liberty to re-apply.

The landlord's claim to retain the security deposit has been dismissed. In such a situation the Residential Tenancy Act permits an arbitrator to make an order for the return of the security deposit to the tenant. As a result I ordered that the landlord pay to the tenant the security deposit in the sum of \$437.50.

Tenant's Claim:

With respect to each of the Tenant's claims I find as follows:

- a. I ordered the landlord to return to the Tenants the security deposit in the sum of \$437.50.
- b. The tenants alleged that a leak from the upstairs suite caused damage to their rice cooker and it cost \$120 to repair. The rice cooker was 3 years old. The tenants failed to prove this claim. They failed to provide photographs or other evidence showing the alleged damage. They also failed to provide a receipt for the cost of purchasing a new cooker. The tenant testified her husband purchased it in China. Finally, the Tenants failed to present

- sufficient proof to establish that the landlord was at fault. I determined the tenants failed to prove their loss and as a result I dismissed this claim.
- c. The tenants claimed the sum of \$150 alleging water from the upstairs suite had caused damage to their bed. The tenants failed to prove the landlord was at fault and failed to prove evidence which shows the damage. Further, they failed to present any evidence showing the cost to repair the damage. As a result I dismissed this claim.

Summary:

The landlord's claim has been dismissed in its entirety without liberty to re-apply. I determined the Tenants have established a claim against the Landlord for the return of their security deposit. Accordingly I ordered that the landlord pay to the Tenants the sum of \$437.50.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: May 15, 2013

Residential Tenancy Branch

