



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF / MNDC, MNSD, FF

Introduction

This hearing concerns 2 applications: i) by the landlords for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee; and ii) by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the double amount of the security deposit / and recovery of the filing fee.

Both parties attended and / or were represented at the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on June 1, 2011. Monthly rent of \$850.00 was due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected. The tenancy agreement provides that cablevision is included in the rent. The tenancy agreement is silent on the provision of internet service. There is no move-in condition inspection report in evidence.

Tenancy ended effective February 28, 2013. The tenants' agent testified that the tenants' forwarding address was provided to the landlords sometime in January, prior to the end of tenancy. There is no move-out condition inspection report in evidence.

Presently, the landlords continue to retain the tenants' security deposit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

At the outset, the attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Based on the documentary evidence and testimony of the parties, the various aspects of the respective claims and my findings around each are set out below.

LANDLORDS

\$556.64: *carpet replacement.*

The cost claimed for this aspect of the landlords' application reflects a quote for replacement of the entire carpet. However, landlord "NW" testified that the damaged carpet has neither been replaced nor repaired. Accordingly, no actual costs have been incurred. Further, landlord "NW" testified that another deep freeze has been placed over the damaged area of the carpet which, it is thought, may have been stained / damaged as a result of the tenants' deep freeze having been placed on precisely that same area. In consideration of all the foregoing and, in the absence of the comparative results of move-in and move-out condition inspection reports, this aspect of the landlords' application is hereby dismissed.

\$50.00: *cleaning (2 hours x \$25.00 per hour).*

Section 37 of the Act addresses **Leaving the unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

The tenants take the position that the unit was left reasonably clean at the end of tenancy. In the absence of the comparative results of move-in and move-out condition inspection reports, this aspect of the landlords' application is hereby dismissed.

\$50.00: *filing fee.*

As the landlords' have not succeeded with the main aspects of their application, their application to recover the filing fee is also hereby dismissed.

TENANTS

\$348.96: *reimbursement of the cost of cablevision for the period June 18, 2012 to February 18, 2013 (\$43.62 x 8).*

As earlier noted, the tenancy agreement provides that cablevision is included in the rent. There is no other documentary evidence to support any claim(s) related to verbal agreements / understandings between the parties. Accordingly, I find that the tenants have established entitlement to the full amount claimed.

\$100.20: *reimbursement of the cost of internet for the period October 6, 2012 to February 18, 2013 (4 x \$25.05).*

As previously noted, the tenancy agreement is silent on the provision of internet service. Further, there is no other documentary evidence which supports a claim that internet service was included in the rent. In the result, this aspect of the tenants' application is hereby dismissed.

\$850.00: *double the security deposit (2 x \$425.00).*

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

In the circumstances of this dispute, the tenants' forwarding address was provided in January, and tenancy ended February 28, 2013. The landlords filed their application for dispute resolution on March 11, 2013, which I find is within 15 days after tenancy

ended. In the result, the tenants' application for the double return of their security deposit is hereby dismissed.

\$50.00: *filing fee.*

As the tenants have achieved more than nominal success with their application, I find that they have established entitlement to recovery of the filing fee.

In summary, I find that the tenants have established entitlement to a claim of **\$823.96**, and I hereby issue a **monetary order** in favour of the tenants to that effect. This entitlement is calculated as follows:

\$425.00: *original amount of security deposit*

\$348.96: *cablevision*

\$50.00: *filing fee*

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$823.96**. Should it be necessary, this order may be served on the landlords, filed in the Small Claims 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: June 04, 2013

Residential Tenancy Branch