



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF, MNDC

This hearing dealt with cross applications. The landlord is seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants are seeking the return of double the security and pet deposit as well as a monetary order for costs incurred. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the either party entitled to a monetary order as claimed?

### Background, Evidence and Analysis

Both parties agree to the following:

The tenancy began on April 30, 2013 and ended on July 31, 2013. The tenants were obligated to pay \$800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit and a \$400.00 pet deposit. The parties agreed that a move in and move out condition inspection was conducted. The parties further agreed that this is a new home and that the subject tenants were the first to live in this unit. The tenants provided their forwarding address in writing on July 31, 2013 during the move out inspection.

Both parties have filed an application seeking a monetary claim and as such they each bear the responsibility of proving their claim.

I address the party's claims and my findings as follows:

**Tenants claim** – The tenants were seeking “\$300.00 for moving fees because only five days notice was given for the tenants to move out, \$40.00 for new locks for security to prevent more break ins from the landlords, \$50.00 for lock installation, \$20.00 for damage to personal property, and \$100.00 for harassment through phone calls and text messages, raising our phone bills”. The landlord disputed each of the tenants’ claims. The tenants did not provide any receipts to support the amounts sought. Based on the disputing testimony and insufficient documentation, I dismiss this portion of the tenants’ application.

**Landlords Claim-** The landlord is seeking \$1100.00 for the replacement of two doors, the replacement of a damaged door casing, and to repaint all doors and casing to match with current painting. The landlord stated that the tenants installed locks without the landlords’ permission and in doing so caused damage as listed above. The landlord stated the tenants did not leave the keys behind when they vacated the unit and removed two of the locks leaving large gaping holes in the door. The landlord stated that the tenants also left large drill holes where the locks were placed. The tenants acknowledged that they had installed the locks without the landlords permission but felt their safety was in jeopardy. The tenants felt the landlord broke into their suite numerous times. The tenants do not feel that the “estimate” is accurate and that the work could be conducted for far less money.

The landlord provided an estimate but has not undertaken any of the work. As I have stated earlier in my decision; the tenants have not provided sufficient evidence to prove that the landlord was “breaking into” their suite. Based on the tenants’ acknowledgement of changing the locks without permission and the photos provided by the landlord, I do find that the landlord is entitled to some compensation. In the absence of proof of actual “out of pocket costs” I find that the appropriate amount the landlord is entitled to is \$400.00.

**Tenant and Landlord Claim for Security and Pet Deposit** – The landlord was seeking to retain both deposits, the tenants seeking the return of double the amount of the deposits. It was explained to the tenants that since the landlord had complied with Act in terms of move in and move out inspection as well as filing within the required time lines their application for double the deposit is dismissed, the tenants indicated they understood. As stated in the landlords claim I have found that the landlord is entitled to \$400.00 from the deposits.

The landlord has established a claim for \$400.00. I order that the landlord retain \$400.00 from the deposits and return the remaining \$400.00 to the tenants. I grant the

tenants an order under section 67 for the balance due of \$400.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As neither party has been completely successful in their application I decline to award the recovery of the filing fee for either.

### Conclusion

The landlord is to retain \$400.00 from the deposits and return the remaining \$400.00 to the tenants. The tenants are granted a monetary order in that amount.

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: November 20, 2013

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Residential Tenancy Branch

