



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

The tenants apply to recover a security deposit and a pet damage deposit doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “Act”) and to recover a claimed overpayment of utilities, damages relating to a malfunctioning dryer and unsecure storage area.

This matter came on for hearing on November 7, 2013 but was adjourned to allow me to obtain a binder of evidence filed by the tenants and to allow the landlords an opportunity to review the tenants’ material and respond. The adjournment to today was confirmed verbally at that hearing and reiterated in a new hearing letter from the Residential Tenancy Branch.

The landlords did not attend the hearing today.

On the undisputed evidence of the applicant tenant Mr. S., I find:

- a) The tenants paid an \$1100.00 security deposit and a \$400.00 pet damage deposit. This tenancy ended May 31, 2013. The landlords received the tenants’ forwarding address in writing on the same day. The landlords have not repaid the deposits nor made application to keep them. The landlords do not have the tenants’ written authorization to retain any portion of them. As a result, the tenants are entitled to recover the \$1500.00 of deposits, doubled under s. 38 of the *Act* to \$3000.00, as claimed.
- b) The tenants were responsible to pay 75% of the utilities for the home, yet during the tenancy the landlords commenced a commercial beauty salon operation in the lower portion of the house. I accept the tenant Mr. R.’s evidence that such an alteration significantly increased the utility consumption for the lower portion and warranted a redivision of utility costs. I accept his evidence that an appropriate

division would have been 50/50 and award the tenants a rebate of \$3273.18 of the money paid by them for utilities, as claimed.

- c) The dryer provided with the tenancy malfunctioned causing damage to two cotton shirts. I award the tenant the amount of \$100.00, as claimed, and
- d) The storage room provided by the landlords was not secure from rodents and damaged tenant items, further a dollhouse was damaged by the landlords' stacking of boxes on it. I award the tenants \$150.00 for this damage, as claimed.

In result the tenants are entitled to a monetary award of \$6523.18, as claimed, plus recovery of the \$100.00 filing fee.

Conclusion

There will be a monetary order against the landlords jointly and severally in the amount of \$6623.18.

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: December 30, 2013

Residential Tenancy Branch

