



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPB, OPC, MNDC, MNSD, MND, FF

### **Introduction,**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for the cost of repairs, cleaning and for the filing fee. The landlord also applied to retain the security deposit. The tenant applied for the return of double the security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the tenancy, it was determined that the tenancy had ended and therefore the landlord no longer needed an order of possession. Accordingly, this hearing only dealt with the monetary claim of both parties.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs, cleaning and the filing fee? Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on July 01, 2011 and ended on August 31, 2013. The monthly rent was \$1,456.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$700.00. The landlord agreed that move in and move out inspection reports were not created and that the tenant provided her forwarding address in the first week of September 2013.

The landlord stated that the tenant left the unit in a condition that required cleaning and repair. The landlord stated that three faucets were broken and provided photographs to support her testimony.

The tenant stated that the faucets were broken at the start of tenancy and despite requests for repairs; the landlord did not repair the faucets during the tenancy. The landlord stated that the faucets were approximately ten years old. The tenant stated that she had cleaned the unit, but agreed that it may have needed a bit more cleaning. The tenant agreed to cover the cost of cleaning.

The landlord is claiming \$175.00 for general cleaning, \$168.00 for cleaning the carpet and \$651.21 to replace the faucets. The landlord filed copies of invoices for these three items.

### **Analysis**

#### **Landlord's application:**

Based on the photographs and invoice filed by the landlord, I find that three faucets were broken at the end of the tenancy. The faucets were functional, but the handles were broken off. On a balance of probabilities, I find that it is more likely than not that the damage to the faucets was not a result of normal wear and tear and therefore I find that the tenant is responsible for the damage.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the faucets. As per this policy, the useful life of faucets is 15 years. The landlord stated that the faucets were ten years old and therefore I find that by the end of the tenancy, the faucets had five years of useful life left. Accordingly, I award the landlord \$217.00 which represents the approximate prorated value of the remainder of the useful life of the faucets at the end of tenancy.

The tenant agreed to cover the cost of cleaning and I award the landlord \$175.00 for general cleaning and \$168.00 towards the cost of cleaning the carpets.

Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a total claim of \$610.00.

#### **Tenant's application:**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address in the first week of September 2013. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$700.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$50.00. Overall the tenant has established a total claim of \$1,450.00.

The landlord has established a claim of \$610.00 and the tenant has established a claim of \$1,450.00. I will use the offsetting provisions of section 72 of the *Act* to grant the tenant a monetary order in the amount of \$840.00 which consists of the difference between the established entitlements of both parties. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$840.00**.

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 21, 2014

---

Residential Tenancy Branch