



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNR, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs and the cable bill. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of her security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing, the landlord stated that some of the repairs were conditional upon the weather and had not been fully completed. The tenant agreed that the damage to the window was caused by her. Since the landlord did not have information regarding the cost of the repairs, I dismiss this portion of the landlord's application with leave to reapply. Accordingly, this hearing only dealt with the return of the security deposit and the cost of cable.

### **Issue(s) to be Decided**

Is the landlord entitled to retain the security deposit or has the tenant established a claim for its return?

### **Background and Evidence**

The tenancy started on November 01, 2012 and ended on October 31, 2013. The rent was \$1,500.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$750.00. The tenant filed a copy of the tenancy agreement. The cost of cable is not included in the rent. The tenant agreed that she had used the facility and had even called the cable company for problems with reception.

On November 15, 2013, the landlord provided the tenant with a cheque for the return of the security deposit after making a deduction for the cost of cable. The landlord stated that he had discussed the deduction with the male tenant who had initially agreed but then changed his mind after speaking with the female tenant.

The tenant returned the cheque to the landlord because she disagreed with the deduction.

On November 16, 2013, the tenant provided the landlord with her forwarding address in writing and filed this application on November 18, 2013, without allowing the landlord 15 days to return the deposit. The landlord filed his application on November 20, 2013.

### **Analysis**

The tenant agreed that she used the cable and had not paid for it. Therefore I find that the tenant owes the landlord \$162.20 for the cost of cable. I accept the landlord's testimony that he made this deduction after discussing it with the male tenant. However, the tenant chose to dispute it and filed this application for the return of the entire amount of the security deposit. Since the tenant has not proven her case, she must bear the cost of filing her application.

Based on the sworn verbal testimony of both parties, I award the landlord \$162.20 towards his claim for the cost of cable. I order that the landlord retain this amount from the security deposit of \$750.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$597.80. 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 **\$597.80**.

The remainder of the landlord's application is dismissed with leave to reapply.

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: March 07, 2014

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Residential Tenancy Branch

