



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord applied on May 28, 2014 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for damages to the unit - Section 67;
4. A Monetary Order for compensation – Section 67;
5. An Order to retain all or part of the security deposit – Section 38; and
6. An Order to recover the filing fee for this application - Section 72.

The Tenant applied on September 15, 2014 for:

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of the security deposit – Section 38;
3. A Monetary Order for the cost of emergency repairs – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord did not appear at the hearing. Given the Tenants’ evidence of service of the application and notice of hearing on the Landlord by registered mail on September 18, 2014, I find that the Landlord has been served in accordance with the Act. As the Landlord has failed to appear to pursue its own application scheduled for the same time as the Tenants’ application, I dismiss the Landlord’s application. The Tenants were

given full opportunity to be heard, to present evidence and to make submissions on their application.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Undisputed Evidence

The tenancy started on June 1, 2012 and ended on January 10, 2014. Rent of \$3,000.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,500.00 as a security deposit and \$1,500.00 as a pet deposit. The Parties mutually conducted both a move-in and move-out inspection with completed reports. The Tenants provided their forwarding address on the move-out report completed and dated January 16, 2014. The Landlord has not returned the security deposit and the Tenants claim its return.

The Landlord failed to complete emergency and other necessary repairs and the Tenant claims as follows, with invoices provided:

- \$120.76 for the cost of repairing the air conditioning unit that failed to start in the spring of 2013. The Tenants learned from the property manager at this time that the Landlord had, in the fall of 2012, and without the knowledge or consent of the Tenants entered the rental property and disabled the unit. The Tenants sent the invoice for costs to the Landlord, who was represented by a property manager, but no payment has been made;
- \$553.56 for the cost of repairs at move-in to the heated pool on the request of the Landlord to make such repairs. The Tenants sent the invoice for the costs to the Landlord but no payment has been made;
- \$1,016.26 for the cost of removing algae from the pool. The tenancy agreement provides that the Landlord was to be responsible for the opening and closing of the pool and that upon the pool being opened in approximately June 2013, algae was present making the pool unusable. The Landlord refused to make repairs to

the pool so the Tenant made the repairs and sent the bill to the Landlord but no payment was made.

At move-in the Landlord agreed to pay the water bills for the property and did so from the onset of the tenancy to mid August 2013 at which time the Landlord ceased to pay the bills and told the Tenants that if they did not pay the water bill the utility would be disconnected. The Tenants paid one bill in the Landlord's name for the period August to December 2013 including amounts for penalties and interest and claim this amount of \$1,093.43.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenants that the Landlord has not returned the security and pet deposit and considering that the Landlord did not make an application to claim against the security deposit within 15 days of receipt of the Tenants' forwarding address I find that the Tenants are entitled to double the combined security and pet deposits plus zero interest in the amount of **\$6,000.00**.

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Based on the undisputed evidence, I find that the Tenants have substantiated that the Landlord failed to make necessary repairs and failed to pay the water bills as agreed.

Given the invoices on these costs, I find that the Tenants are entitled to the total monetary claim of **\$2,784.01**.

As the Tenants have been successful with their application I find that the Tenants are entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$8,884.01**.

Conclusion

I grant the Tenants a monetary order under Section 67 of the Act for **\$8,884.01**. If necessary, this order may be 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: October 09, 2014

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Residential Tenancy Branch

