



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MND, FF

### Introduction

This was the hearing of an application by the landlord for a monetary award and for an order to retain the tenants' security deposit. The hearing was conducted by conference call. The landlord and the tenants called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the tenants' security deposit?

### Background and Evidence

The rental unit is a house in Vernon. The tenancy began April 1, 2014. The monthly rent was \$1,750.00 and the tenants paid a security deposit of \$875.00 at the start of the tenancy.

In the application for dispute resolution the landlord claimed payment of the sum of \$4,825.70. The landlord did not provide any documentary evidence to support the claim. The tenants testified that they have not received any evidence from the landlord. The amount claimed included outstanding amounts for utilities and for the cost of repairs, floor replacement, pest control and carpet cleaning.

The landlord said that documents were available but had not been provided because the landlord's former property manager had failed to provide her with the tenants' contact information and forwarding addresses. The property manager no longer works for the landlord and she is not in contact with him.

At the hearing the tenants acknowledged that they owed the landlord the sum of \$334.28 for water utilities for April, May and June and \$220.62 for July and August, for a

total of \$554.90. The tenants disputed all of the landlord's claims; they said there was pre-existing damage when the tenancy began. The tenants did not agree to an adjournment of the landlord's claim for a monetary award to allow her to adduce further evidence.

### Analysis

Based on the tenants' acknowledgement at the hearing, I allow the landlord's claim for water utilities in the amount of \$554.90. The landlord has not submitted any documentary evidence to support the other claims stated in the application and they are dismissed without leave to reapply. The tenants have attended this hearing and they are not obliged to agree to an adjournment to allow the landlord to provide evidence that should have been provided in advance of the hearing. I make no award with respect to the filing fee for this application

### Conclusion

The landlord holds the tenants' security deposit in the amount of \$875.00. I order that the landlord retain the sum of \$554.90 from the deposit that she holds and I grant the tenants a monetary award for the balance of their deposit in the amount of \$320.10. This order may be registered 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: April 17, 2015

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Residential Tenancy Branch

