



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

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

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing and amended application by registered mail in accordance with Section 89 of the Act. The Tenants did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on January 27, 2012 and ended on September 30, 2014. The tenancy agreement provides that, in addition to rent of \$875.00, the Tenants will also pay 25% of the utilities. The tenancy agreement also includes provision for the Tenants to maintain the lawn. The Parties mutually conducted both a move-in and move-out inspection. The Landlord provided copies of the inspection. At the outset of the tenancy the Landlord collected \$437.50 as a security deposit and \$300.00 as a pet deposit. The Landlord returned \$450.00 to the Tenants on October 10, 2014.

The Tenant left the lawn that was not maintained, failed to pay for unpaid utilities, damaged a screen door, and left the unit with a missing blind and armoire. The Landlord claims \$303.70 for the costs as set out in detail in the monetary work sheet. The Landlord provided photos of the damages and invoices for the costs claims.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on undisputed evidence, I find that the Tenant caused the damages claimed. Given the invoices, I find that the Landlords have substantiated the costs claimed of **\$303.70**. As the Landlord has been successful with its application I find that the Landlord is also entitled to the **\$50.00** filing fee for a total entitlement of **\$353.70**. Deducting this amount from the combined security and pet deposit of **\$737.50** plus zero interest leaves **\$383.80** owed to the Tenant. As the Landlord returned a larger amount, **\$450.00**, I find that the Tenant owes **\$66.20** to the Landlord.

### Conclusion

I Order the Landlord to retain \$303.70 from the security deposit plus interest of \$737.50 in full satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$66.20**. 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: May 11, 2015

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Residential Tenancy Branch

