



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, MND, MNDC, MNR, FF

### **Introduction**

This hearing was convened in response to cross-applications by the parties for dispute resolution. The landlord filed an application November 26, 2014 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows, as amended:

1. A monetary Order for unpaid rent – Section 67
2. A Monetary Order for damages – Section 67
3. A Monetary Order for loss – Section 67
4. An Order to retain the security deposit - Section 38
5. An Order to recover the filing fee for this application - Section 72.

The tenant filed their application June 16, 2015 for Orders as follows:

1. An Order for return of the security deposit - Section 38

Both parties attended the hearing and were given full opportunity to present all *relevant* evidence and testimony in respect to their claims and to make *relevant* prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. Both parties acknowledged receiving the evidence of the other and responded to it in testimony.

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

Is the landlord entitled to the monetary amounts claimed?

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy agreement began July 01, 2014 and ended October 05, 2014. At the outset of the tenancy agreement the landlord received a security deposit and a pet damage deposit in the respective amounts of \$500.00 and \$250.00 - which the landlord still holds in trust. During the tenancy rent in the amount of \$1000.00 was payable in advance on the first day of each month.

The tenant seeks the return of their deposits.

The landlord seeks unpaid rent for September and October 2014 in the sum of \$2000.00, late fees for those 2 months as per the tenancy agreement in the sum of \$50.00, \$25.00 for an incident of non-sufficient funds (NSF), as per the tenancy agreement, carpet cleaning of \$125.00, as per the tenancy agreement, a quantum for painting, drywall and ceiling repair in the amount of \$150.00, door knobs in the amount of \$25.00, the respective filing fee and a claim for postage in the amount of \$115.00. The landlord and tenant provided a copy of the tenancy agreement in partial support for some of the landlord's claims. The landlord also provided a receipt / quote for carpet cleaning, a painting estimate, copy of the NSF cheque for August 2014, and a receipt for drywall repairs.

The tenant agreed they did not satisfy the rent for September and October 2014 and did not dispute the terms of the tenancy agreement in respect to late fees and the NSF charge. The tenant claims they had the rental unit carpeting professionally cleaned, however did not provide proof to the landlord nor this hearing. The tenant agreed with the landlord's claim for drywall and ceiling repairs, and for door knobs, in the claimed amounts. The parties discussed the landlord's claim for painting, and turning their minds to compromise reached agreement the landlord's claim for all painting would be satisfied by the amount of \$350.00. It was highlighted to both parties that *postage costs* are the responsibility of the respective parties - as a litigation cost to advance their claim and as a result are not compensable.

### **Analysis**

On preponderance of the document evidence submitted and the testimony of the parties, I find as follows:

I find the landlord is owed rent under the tenancy agreement on the first of each month and the tenant acknowledges the rent in the amount of \$2000.00 for the months of September and October 2014 was not paid. I find that under the tenancy agreement the landlord is owed a total of \$75.00 for late payment of rent and an NSF charge incurred in respect to the unpaid rent for August 2014 – although subsequently satisfied. I find that under the tenancy agreement the landlord is owed for carpet cleaning at the end of the tenancy, for which the landlord provided sufficient evidence. I find that the parties came to agreement in respect to drywall / ceiling repairs, door knobs and painting, in the sum of \$525.00. The landlord's claim for postage costs is effectively dismissed; however, as the landlord was partially successful in their application they are entitled to recover the cost of \$50.00 for filing their application.

***Calculation for Monetary Order***

Unpaid rent for September and October 2014	\$2000.00
Late fees (2)	50.00
NSF charge (1)	25.00
Carpet cleaning	125.00
Painting - all	350.00
Drywall/ ceiling repair	150.00
Door knobs	25.00
Filing fee	50.00
<i>minus security deposit and pet damage deposit held</i>	<i>-\$750.00</i>
<b>Total Monetary Award for landlord</b>	<b>\$2025.00</b>

**Conclusion**

As the tenant's deposits were offset against the landlord's award the tenant's application is effectively **dismissed**, without leave to reapply.

**I Order** that the landlord retain the security and pet damage deposits totalling \$750.00 in partial satisfaction of their claim and I grant the landlord an Order under Section 67 of

the Act for the balance due of **\$2025.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: July 08, 2015

---

Residential Tenancy Branch