



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing concerns 2 applications:

- i) by the landlords for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee; and
- ii) by the tenant for return of all or part of the security deposit / and recovery of the filing fee.

Through a family member acting as their agent, the landlords attended and gave affirmed testimony. The tenant did not appear.

The landlords testified that they received the tenant's application for dispute resolution and the notice of hearing (the "hearing package") by registered mail. For their part, the landlords testified that they also served the tenant with their hearing package by way of registered mail. Based on the affirmed / undisputed testimony of the landlords, I find that the tenant has been duly served with the landlord's hearing package.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is located in the basement portion of a house. The landlords reside in the upstairs portion of the house.

Pursuant to a written tenancy agreement the tenancy began on May 06, 2014. Monthly rent of \$1,000.00 is due and payable in advance on the first day of each month, and a security deposit of \$500.00 was collected. The tenancy agreement provides that the tenant is responsible for 25% of the monthly hydro bill. A move-in condition inspection report was not completed.

Tenancy ended December 01, 2014. A move-out condition inspection report was not completed. The landlords testified that the tenant subsequently provided her forwarding address over the telephone on December 09, 2014. Following this, the landlords retained \$315.00 of the \$500.00 security deposit, and mailed a cheque to the tenant dated December 17, 2014 for the balance of the security deposit of \$185.00.

The tenant filed her application for dispute resolution on February 06, 2015; in addition to recovery of the filing fee, in her application the tenant appears to be seeking repayment of the balance of her security deposit with the exception of her share of the hydro bill. The landlords filed their application for dispute resolution on February 19, 2015, seeking compensation for certain cleaning and repairs, in addition to the tenant's share of the hydro bill and recovery of the filing fee.

Analysis

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Further section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Based on the documentary evidence and the affirmed / undisputed testimony of the landlords, the aspects of the respective applications and my findings are set out below.

LANDLORDS

\$83.99: *repair of washing machine*
\$149.99: *cleaning of 1 rug*
\$27.99: *replace toilet lid*
\$21.00: *unit cleaning*

In the absence of the comparative results of move-in and move-out condition inspection reports, and in the absence of any other conclusive evidence to support a claim that the unit was not left “reasonably clean, and undamaged except for reasonable wear and tear,” these aspects of the landlords’ application are hereby dismissed.

\$32.91: *hydro*

Related evidence includes a copy of the residential tenancy agreement and a hydro bill for the period from October 08 to December 05, 2014. I find that the amount claimed reflects 25% of hydro billing for the period from October 08 to December 05, 2014 (\$131.67 x 25%), and that the landlords have therefore established entitlement to the full amount claimed.

I **ORDER** that the landlords retain **\$32.91** from the \$315.00 still held in trust from the tenant’s security deposit, and I **ORDER** that the landlords repay the remaining balance to the tenant in the amount of **\$282.09** (\$315.00 - \$32.91.)

TENANT

\$285.08: *following repayment of \$185.00, the approximate balance of the security deposit after a deduction for hydro*

The disposition of the portion of the security deposit still held in trust by the landlords has been decided above. In short, further to having already received a repayment of \$185.00 from her security deposit, I find that the tenant has established entitlement to repayment of a further **\$282.09** (\$315.00 - \$32.91)

As both parties have achieved a measure of success with their applications, I find that their respective applications to recover the filing fee offset each other. In the result, both applications to recover the filing fee are hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$282.09**. Should it be necessary, this order may be served on the landlords, 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: August 17, 2015

Residential Tenancy Branch

