



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advent Real Estate Service
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants have filed an application seeking the return of double the deposit as well as a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is either party entitled to a monetary order as claimed?

Background, Evidence

At the outset of the hearing both parties advised that they had resolved most of the issues in each other's application and that the only item remaining was the washing machine repair bill of \$355.86. Both parties confirmed that the landlord still had this amount in his possession and that he had returned the balance of the security deposit along with other monies for compensation that the parties had agreed to.

The landlord's testimony is as follows. The tenancy began on April 1, 2014 and ended on March 31, 2015. The tenants were obligated to pay \$1550.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$775.00 security deposit. Condition inspection reports were conducted at move in and move out. On March 20, 2015 the tenant contacted the landlord to advise him that the washing machine was not draining fully. The landlord had a serviceman attend. The serviceman gave the landlord

an invoice for the repair for \$355.86 on April 9, 2015. On the invoice the serviceman noted that he found quarters in the pump and that was the cause for the washer to not drain fully. The landlord stated that the tenants were negligent and reckless by putting quarters in the washing machine and that the tenants should bear that cost. The landlord stated that when the move out condition inspection report was conducted he did not suspect the washer cost would be as a result of the tenants' actions and did not note that on the report; however after receiving the servicemen's invoice, he advised the tenants of that and filed for dispute resolution.

The tenants gave the following testimony: The tenants stated that the washer repair was not noted on the move out inspection report and that the landlord should not be entitled to claim that amount. The tenants stated that they don't feel they should have to pay for the repair as putting quarters in the washing machine accidentally is not negligent.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The tenants do not dispute the facts as submitted by the landlord as to the quarters found in the pump and that they put them into the washing machine. The tenants position was that it's not negligent to forget to leave quarters in the clothes and accidentally add them to the wash. The tenants simply feel that since the condition inspection report was completed without this notation, they should not be responsible for this cost. I do not agree with the tenants.

Section 67 as listed above clearly outlines that when a party is negligent or reckless, an Arbitrator can make an order to have that party pay the other party. I find the landlords explanation of the washing machine notation being absent from the original inspection report completely reasonable as he stated "regular wear and tear on appliances is the landlords responsibility, but we didn't expect to find quarters in the pump". I also find it reasonable that the landlord would not mention the washing machine repair at the time of move out as he had not yet received the servicemen's report. Based on all of the

above, and on a balance of probabilities, I find that the tenants' were negligent and is responsible for the washing machine repair.

The landlord has established a claim for \$355.86. I order that the landlord retain the remaining \$355.86 of the security deposit. The landlord is also entitled to the recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenants have not been successful in their application.

Conclusion

The landlord is granted a monetary order of \$50.00. The landlord is also entitled to retain the remaining \$355.86 of the security deposit.

The tenants' application is dismissed in its entirety.

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: September 17, 2015

Residential Tenancy Branch

