



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF, MNSD

### Introduction

This is an application brought by the tenant(s) requesting a monetary Order in the amount of \$3119.75, and requesting recovery of the \$50.00 filing fee.

The applicant(s) testified that the respondent was served with notice of the hearing by personal service, directly into his hand, on June 27, 2015; however the respondent did not join the conference call that was set up for the hearing.

It is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicants were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

This tenancy began on November 8, 2014 and a security deposit of \$1500.00 was paid on that date.

The tenants vacated the rental unit on April 26, 2015.

The tenants testified that although the landlord was supposed to reimburse them for 25% of utilities, the landlord failed to do so, and at the end of the tenancy the following utilities are outstanding:

25% of Fortis gas utility Bill	\$33.73
25% of BC Hydro utility Bill	\$18.49
25% of second Fortis gas utility Bill	\$6.86
Total	\$59.08

The tenants further testified that as a goodwill gesture, near the end of the tenancy, they agreed to do some touch-up painting in the rental property however they are now requesting reimbursement of their costs of \$27.13 for paint and rollers.

The tenants further testified that at the beginning of the tenancy there were no shower curtains in the rental property, and they purchased two shower curtains, and those curtains were left at the end of the tenancy. They are therefore requesting that the landlord pay for those curtains in the amount of \$33.53.

The tenants also testified that they have not given the landlord any written permission to keep their security deposit, nor has the landlord applied for dispute resolution to keep the security deposit and therefore they are requesting an Order for return of double their \$1500.00 security deposit, for a total of \$3000.00.

They also request recovery of their \$50.00 filing fee.

### Analysis

The tenants have provided evidence to show that the landlord agreed to reimburse the tenants 25% of the utilities and therefore it is my finding that the landlord must reimburse the amounts claimed above, as the tenants have shown that those amounts have not been paid.

I will not however allow the tenants claim for paint and rollers, because the tenants agreed to do this work, and there is no evidence to show that they were expecting to be compensated.

I also deny the claim for shower curtains, because the tenants testified that the landlord did not request the shower curtains be left behind, and therefore the tenants could have taken the shower curtains when they vacated.

I will however allow the tenants claim for double the security deposit. Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep the tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on April 26, 2015 and the landlord had a forwarding address in writing by April 26, 2015, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid a security deposit of \$1500.00 and therefore the landlord must pay \$3000.00 to the tenants.

Having allowed the majority of the tenant's claim I also allow the request for recovery of the \$50.00 filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

25% of total outstanding utilities	\$59.08
Double the \$1500.00 security deposit	\$3000.00
Filing fee	\$50.00
Total	\$3109.08

### Conclusion

Pursuant to sections 38 and 67 of the Residential Tenancy Act I have issued an Order for the respondent to pay \$3109.08 to the applicants.

The remainder of the claim is dismissed without leave to reapply.

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: December 01, 2015

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Residential Tenancy Branch

