



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to retain a portion of the security deposit.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord provided documentary evidence to confirm each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 10, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the documentary evidence and testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on January 26, 2015 for a 4 month fixed term tenancy beginning on March 1, 2015 for a monthly rent of \$1,500.00 due on the 1<sup>st</sup> of each month with a security deposit of \$800.00 and a pet damage deposit of \$300.00 paid. The agreement did not include water in the rent;
- Water utility invoices for the period of the tenancy and a receipt for the total amount paid by the landlord on November 23, 2015. The total amount was \$431.96.

The landlord submitted that the tenancy ended on November 30, 2015. He further stated that he had returned a portion of the security deposit and pet damage deposit to the tenants in two installments – one on November 3, 2015 and one on November 23, 2015 but that he withheld the amount of this claim. He stated that he returned a total of \$668.04 to the tenants.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the landlord's documentary evidence and his undisputed testimony I find the landlord has established the tenants were responsible for the payment of the water utility; that they failed to make payments for that service during the tenancy; and the landlord has suffered a loss because he had to pay those costs himself.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$481.96** comprised of \$431.96 water utilities owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$431.96 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$50.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 05, 2016

---

Residential Tenancy Branch

