



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This is an application brought by the tenant(s) requesting a Monetary Order in the amount of \$1616.71, and requesting recovery of the \$100.00 filing fee.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

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

### Background and Evidence

The parties agree that this tenancy began on August 1, 2015 as a fixed term tenancy with an expiry date of August 31, 2016.

The parties agree that the tenants vacated the rental unit on February 28, 2016, and that a forwarding address in writing was given to the landlord's unpaid agent on February 15, 2016.

### Utilities

The tenants stated that they believe the landlord should return all the money they paid for sewer, water, and the recycling levy, claiming that they were never told that they had

to pay these charges, and in fact the tenants testified that the landlord told them they only had to pay the electricity.

The landlord adamantly denied ever telling the tenants that they only had to pay the electricity, and stated that everything that was included in the tenancy is listed on the tenancy agreement.

### Security deposit

The tenants testified that the landlord did not return their full security deposit even though they did not give him any permission to keep any of the security deposit, and the \$500.00 portion he did return was not mailed until April 14, 2016, well past the 15 day time limit. The tenants are therefore requesting an order for return of double their deposit, as they have not cashed the cheque that the landlord sent.

The landlord testified that he did not return the full security deposit because the tenants have caused damage to the entry door of the rental unit, and as a result he had costs to repair that door.

The landlord further testified that he did not get any permission from the tenants to keep a portion of the security deposit, and he did not know he had to apply for dispute resolution.

### Analysis

#### Utilities

It is my finding that sewer utility, water utility, and recycling levy were not included in the rent for this rental unit. The tenants have provided a copy of the tenancy agreement and under section 3(b) it states what is included in the rent and the only boxes that have been checked off are, stove and oven, dishwasher, refrigerator, carpets, storage, garbage collection, and parking. The agreement does not say that sewer utility, water utility, or recycling levy are included in the rent and therefore they would be the responsibility of the tenants.

I therefore deny the tenant's claims for reimbursement of monies paid for the sewer utility, water utility, and recycling levy.

### 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 all or part of 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 full security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on February 28, 2016, and the landlord had a forwarding address in writing by February 15, 2016, 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 \$600.00, and therefore the landlord must pay \$1200.00 to the tenants.

I also allow the tenants request for recovery of their \$100.00 filing fee.

### Conclusion

I have allowed \$1300.00 of the tenants claim and have issued a Monetary Order for the landlords to pay that amount to the tenants. The tenants have not yet cashed the \$500.00 cheque that the landlord sent to them; however if they are able to cash that cheque that amount must be considered as partial payment of the \$1300.00.

The remainder of the tenants 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: August 03, 2016

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Residential Tenancy Branch

