



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on June 23, 2020 by the landlord for a monetary order for unpaid rent, unpaid strata fined for monetary compensation for damages/cleaning, for an order to retain the security deposit and pet damage deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

On October 25, 2020, the landlord's application was heard and the landlord's application for monetary compensation in the amount of \$4,190.00 was granted which was comprised of unpaid rent \$2,200.00; \$1,400.00 in strata fines; \$300 for cleaning; \$190.00 for damages and \$100.00 to recover the filing fee.

On November 2, 2020, the tenant JF made an application for review consideration, which was granted on the basis that they were unable to attend at the original hearing because of circumstances that could not be anticipated and were beyond their control and new and relevant evidence.

The Arbitrator ordered the parties to participate in a new hearing, and the original decision was suspended. The Arbitrator at the new hearing may confirm, vary, or set aside the original decision.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issue to be decided

Should the original decision, by confirmed, varied, or set aside?

Background and evidence

The tenant JF testified that they do not dispute the amount owed in the original decision of \$4,190.00.

JF testified that they left the rental unit on April 20, 2019, and the landlord was notified. JF state that they were to be removed from the tenancy agreement and that ST tenancy would continue.

JF testified that there was an error in the original decision. JF stated that the amount of the security deposit paid was not the amount of \$514.50. JF stated that they actually paid \$1,100.00 for a security deposit and \$300.00 for a pet damage deposit, and these amounts should reduce the total amount owed to \$2,790.00.

JF testified that they are jointly responsible for the strata fines in the amount of \$1,400.00, as these occurred while she was living in the rental unit. JF submits that the security deposit and pet damage deposit which were jointly paid should be applied towards these fines. JF stated that they believe this would release her personally from any further liability to the landlord. The balance owed of \$2,790.00 would solely be the responsibility of ST, as these were for issues that occurred after they were removed from the tenancy agreement in April 2019.

The landlord agreed that in the original decision there was an error as the amount paid for the security deposit and pet damage deposit totalled the amount of \$1,400.00, not \$514.50 as noted in that decision.

The landlord agreed that they have no issues with the amount of the deposits \$1,400.00 being offset with the strata fines (\$1,400.00), leaving nothing owed by JF. The landlord agreed that the remainder of the claim for unpaid rent, damages, cleaning fees occurred after JF had vacated and agrees that the balance due of \$2,790.00 is only owed by the tenant ST.

Analysis

Based on the above, I find it appropriate to confirm that the original amount owed in the decision date October 25, 2020, that being the amount of \$4,190.00, which includes \$2,200.00 in rent; \$1,400.00 in strata fines; \$300.00 for cleaning; \$190.00 for repairing

damages; and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

However, I find the balance due of \$3,675.50, must be varied to correct an obvious error that was made in the decision. The wrong amount of \$514.50 was applied as a security deposit. The correct amount of the security deposit is \$1,100.00 and a pet damage deposit of \$300.00 was paid, after deducting these amounts from the original amount owed of \$4,190.00, leaves a balance due of **\$2,790.00**. (\$4,190.00 - \$1,400.00 = \$2,790.00)

I further find as the tenant JF was not living in the rental unit after April 2019 and was to be removed from the tenancy agreement. I find the issue of unpaid rent of \$2,200.00 for October 2019, cleaning cost of \$300.00, damages of \$190.00, and the \$100.00 file fee are solely the responsibility of ST. I find it is appropriate to set-aside the original monetary order and replace it with a new order to reflect the correct amount owed of **\$2,790.00** and that this amount owed is solely owed by ST.

Conclusion

The original decision is varied to offset the correct amount of the security deposit and pet damage deposit. The original decision should be read in conjunction with this decision. The original monetary order is set aside and replaced with a new monetary order to show the correct amount due and owed by ST. I do not find this prejudicial to the tenant ST as this is lowering the amount owed by them.

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: February 23, 2021

Residential Tenancy Branch