



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

On February 18, 2021, the Landlord submitted an Application for Dispute Resolution for a monetary order for money owed or compensation for damage or loss and for damage to the unit; to keep a security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. At the start of the hearing, I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision. The parties were informed that recording the hearing is not permitted.

### Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to money owed or compensation for damage or loss?

### Background and Evidence

The parties testified that the tenancy began on December 1, 2019 as a one-year fixed term tenancy that continued thereafter on a month-to-month basis. Rent in the amount of \$1,800.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$875.00.

The parties agreed that the Tenants moved out of the rental unit on January 31, 2021.

The Landlord is requesting compensation for the following items:

- Strata Fines
- Disposal Cost
- Door Repair
- Hydro Bill and Move Out Costs
- Kitchen Sink Repair

#### Strata Fines

The Landlord testified that she received strata violation notices related to the Tenant. The Landlord testified that prior to the hearing she was notified that the strata is not moving forward with issuing fines.

The Landlord withdrew this claim.

#### Disposal Costs

The Landlord is seeking \$50.00 for the cost to dispose of a table and chairs left behind in the unit by the Tenants.

The Tenant, Mr. Y.Y. stated that he is in agreement to pay the \$50.00 for this cost from the security deposit.

#### Sliding Glass Door Repair

The Landlord is seeking \$100.00 for the cost to repair a sliding glass door. The Landlord stated it was off its wheel track and unable to move. The Landlord testified that they paid \$100.00 to have the door fixed.

In reply, the Tenant Mr. Y.Y. stated that he believes the door was already broken; however, he agreed to pay the Landlord the \$100.00 cost from the security deposit.

#### Hydro Bill

The Landlord is seeking \$82.00 for an unpaid hydro bill. The Landlord testified that she paid the bill.

In reply, the Tenants testified that they agreed that the Landlord could keep \$82.00 from the security deposit.

### Move Out Costs

The Landlord testified that the strata charges \$100.00 as a move out fee. The Landlord testified that she has not paid the \$100.00 fee. The Landlord did not provide a notice or invoice from the strata council regarding a move out fee.

In reply, the Tenants did not agree to pay the Landlord for a moving fee that she has not been charged or paid.

### Sink and Garburator Repair

The Landlord is seeking \$150.00 for the cost of having a plumber attend the rental unit and unplug the kitchen sink. The Landlord provided a photograph of the kitchen sink and garburator. The Landlord provided an invoice dated February 9, 2021 for the cost of having the sink repaired.

In reply, the Tenant, Mr. Y.Y. stated that the sink became clogged, and he is in agreement to pay the \$150.00.

### Security Deposit

The Landlord applied on February 18, 2021 to keep the security deposit in partial satisfaction of the claims. The Landlord testified that the Tenants did not provide their forwarding address until after the tenancy ended and after they had moved out.

The Tenants stated that the Landlords application to keep the security deposit was made more than 15 days after they had moved out. The Tenants did not provide the date they provided the Landlord with written notice of their forwarding address and a copy of a written notice of forwarding address was not found in their documentary evidence.

### Analysis

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

*An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with*

*respect to property, money or services, the value of the damage or loss is established by the evidence provided.*

*A party seeking compensation should present compelling evidence of the value of the damage or loss in question.*

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises provides:

*a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.*

Based on all of the above, the evidence and testimony of the parties, and on a balance of probabilities, I find as follows:

#### Disposal Costs

The Tenant agreed to pay the Landlord \$50.00 from the security deposit for disposal costs.

I award the Landlord the amount of \$50.00.

#### Hydro Bill

The Tenants stated that they are in agreement for the Landlord to keep \$82.00 from the security deposit.

I award the Landlord the amount of \$82.00 for an unpaid hydro bill.

#### Sliding Glass Door Repair

The Tenant agreed to pay the Landlord \$100.00 from the security deposit for the door repair cost.

I award the Landlord the amount of \$100.00 from the security deposit.

#### Sink and Garburator Repair

The Tenant agreed to pay the Landlord \$150.00 from the security deposit for the cost of the sink repair.

I award the Landlord the amount of \$150.00.

### Move Out Fee

The Landlords claim for \$100.00 for a move out fee is dismissed without leave to reapply. The Landlord provided insufficient evidence that the strata council is charging this \$100.00 fee.

### Monetary Award

The Landlord has established a monetary award in the amount of \$382.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was mostly successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

### Security Deposit

I find that the Landlord applied to keep the security deposit within 15 days of receiving the Tenants' forwarding address.

I authorize the Landlord to keep \$482.00 from the \$875.00 security deposit.

The Landlord is ordered to immediately return the balance of \$393.00 to the Tenants. I grant the Tenants a monetary order in the amount of \$393.00. For enforcement, the monetary order must be served on the Landlord and may be enforced in the Provincial Court.

### Conclusion

The Landlord established a monetary claim of \$482.00 against the Tenants.

The Landlord is authorized to keep \$482.00 from the security deposit and is ordered to return the balance of \$393.00 to the Tenants.

I grant the Tenants a monetary order in the amount of \$393.00.

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 28, 2021