



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim, and an application by the tenant for double recovery of the security deposit. Both the landlord and the tenant participated in the teleconference hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on October 1, 2005. At the end of the tenancy, monthly rent was \$1050. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500. The tenancy ended on February 1, 2009. No move-in or move-out inspection reports were completed.

The relevant evidence of the landlord was as follows. The tenant did not give one month's notice before vacating, and did not do cleaning or repairs at the end of tenancy. The landlord found the tenant's written forwarding address in the rental unit on February 5, 2009. The landlord did not attempt to re-rent the unit because the City was in the process of investigating the legality of the suite. On February 11, 2009 the landlord filed an application for monetary compensation and an order to retain the security deposit as partial compensation. The landlord has claimed against the tenant for the following: \$1050 for lost revenue for February 2009; \$160 for estimated costs for carpet cleaning;

\$900 for repair, washing and painting of walls; and \$160 for estimated cost of replacement and installation of 6 window blinds. The landlord did not provide receipts or other supporting documents regarding the cost of the blinds or the work done on the walls.

The relevant evidence of the tenant was as follows. The tenant left her written forwarding address in the rental unit on February 1, 2009. The tenant disputed all of the amounts claimed by the landlord. The tenant had to move out because the landlord would not do anything about another problem tenant in the building. The carpets were filthy when the tenant moved in. The tenant did some painting in the unit and the landlord said he would reimburse the tenant for her work but did not do so. The landlord removed all of the blinds himself and stored them in the garage.

Analysis

In regard to the landlord's application, I find that the landlord is not entitled to any of the amounts claimed. The landlord did not attempt to mitigate lost revenue by attempting to re-rent and therefore cannot claim lost revenue for February 2009. The landlord did not provide sufficient detailed evidence to support the remainder of his monetary claims.

In regard to the tenant's application, section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. In this case the tenancy ended on February 1, 2009, the tenant left her forwarding address in writing on that date, and the landlord received the written forwarding address on February 5, 2009. Even if the landlord had received the tenant's written forwarding address on February 1, 2009, the landlord would have made his application to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing. The tenant is therefore not entitled to double recovery of the security deposit, but as the landlord's claim was unsuccessful the tenant is entitled to recovery of the base amount of the security deposit and applicable interest.

Conclusion

The landlord's application is dismissed. As the landlord's application was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

The tenant is entitled to recovery of the security deposit and applicable interest in the amount of \$517.70, as well as recovery of her \$50 filing fee. I grant the tenant an order under section 67 for the balance due of \$567.70. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 21, 2009.