



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND MNSD MNDC FF

## Introduction

This hearing dealt with applications by the tenants and the landlord. The tenant applied for double recovery of the security deposit. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. One of the tenants, BD, and the landlord participated in the teleconference hearing.

## Issue(s) to be Decided

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

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on February 1, 2007, with monthly rent in the amount of \$800. The tenants rented a suite in the landlord's house. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$400. The tenants vacated the rental unit on January 31, 2009.

### (a) Tenants' application

The tenants' evidence on their application was as follows. On January 31, 2009 the tenants were prepared to do a move-out inspection at that time, but the landlord said she was not available. They agreed to do the move-out inspection the next day, but when the tenant attended at the house the next day, the landlord did not answer the

door. The tenant attended again on February 2, 2009, but the landlord still did not answer the door. On February 3, 2009 the tenant left the keys and their forwarding address in the landlord's mailbox. On February 4, 2009 the tenant again attended at the house, and that day the landlord was present. The landlord confirmed that she had received the keys and forwarding address. She told the tenant that she had already changed the locks so the tenant would have to pay for that, and there were some issues regarding cleaning. The tenant asked the landlord if they could complete the move-out inspection at that time, but the landlord said it was too late. The landlord said she would forward receipts for the amounts she was deducting from the security deposit, but the tenant never received anything from the landlord. The tenant did not provide any supporting evidence of the written forwarding address.

The landlord's response to the tenants' application was as follows. The tenants did not provide their written forwarding address by leaving it in the mailbox or at any other time until the landlord received the tenants' application for dispute resolution.

(b) Landlord's application

The landlord's evidence on her application was as follows. During the tenancy, the tenant told the landlord that he and his stepdad could repair a leaking sink in the rental unit, so on July 19, 2008 the landlord gave the tenant a cheque for \$100 to do repairs on the sink, the toilet and the stairway lights. The tenant did fix the toilet flange and installed some lights in the stairway, but he did not repair the sink. After the tenants had vacated the unit, the landlord saw that the tenants had only left a towel to soak up the leaking water, and the towel had become rotten and damaged the cabinet. The landlord had to replace the damaged cabinet. The landlord also had to dispose of grass cuttings that the tenants bagged but did not remove.

The landlord did speak with the tenants on January 31, 2009 but she was too busy at the time to do a move-out inspection. The tenants did not return the keys and the landlord did not hear from the tenants until February 5, 2009. By that time the landlord had changed the locks. The landlord expected to hear from the tenants again to do the

move-out inspection, and she waited until February 20, 2009 to do the necessary cleaning and repairs. The new tenant was not able to move in until March 1, 2009, so the landlord lost rental revenue for the month of February.

The landlord has claimed the following compensation: \$27.74 for locks; \$100 for the money the landlord paid the tenant to do suite repairs that were not done; \$180 for cleaning, repairs and materials; \$20 to dump the grass cuttings; \$175.38 to replace the damaged sink cabinet; and \$800 for lost revenue for February 2009.

The tenant's response to the landlord's application was as follows. The tenants verbally informed the landlord on several occasions that the sink was leaking, as well as that the toilet needed repairs and lighting was needed in the stairway. The tenant did not recall having received a cheque from the landlord. However, he did repair the toilet flange and install lighting in the stairway. The tenant returned the keys in the landlord's mailbox on February 2, 2009. The tenants mowed the lawn before they left, even though there was never any requirement for them to do so. The tenants had use of the back yard, and the landlord informed the tenants at the outset of the tenancy that she would not be using the back yard because she had a deck. The tenants disputed all of the items claimed by the landlord.

## Analysis

### (a) Tenant's application

I find that the tenant did not provide sufficient evidence that he provided the landlord with his written forwarding address. The tenants could have provided a photocopy of the written forwarding address, sent it to the landlord by registered mail, or had a witness to observe service of the forwarding address to the landlord, but they did not take any such steps and the landlord disputed having received the written forwarding address. I therefore dismiss the tenants' application for double recovery of the security deposit. The tenants are not entitled to recovery of the filing fee for the cost of their application.

(b) Landlord's application

The tenant acknowledged that they did not return the keys at the end of the tenancy. I find that it is therefore reasonable that the landlord changed the locks, and I allow that portion of the landlord's claim.

In regard to the landlord's claim for return of the \$100, the landlord did not provide supporting evidence such as a copy of the cheque. Further, the landlord acknowledged that the tenant did repair the toilet flange and install lighting in the stairway. I therefore dismiss this portion of the landlord's claim.

The landlord did not provide any receipts, photographs or other evidence to support the claims for cleaning, repairs and replacement of the cabinet, and I therefore dismiss those portions of the landlord's claim.

The tenant acknowledged that they did have use of the back yard. Residential Tenancy Policy Guidelines state that tenants are responsible for basic yardwork such as mowing the lawn. I find that the tenants would also be responsible for removing the grass cuttings, and I allow that portion of the landlord's claim.

In regard to the landlord's claim for lost revenue, I find that the landlord waited an unreasonable length of time before attempting to mitigate her loss by cleaning and repairing the rental unit. I therefore dismiss that portion of the landlord's application.

As the landlord's application was only minimally successful, I decline to award the landlord recovery of the filing fee for the cost of her application.

Conclusion

I order that the landlord retain \$47.74 from the security deposit in full satisfaction of her claim. I deduct this amount from the security deposit and interest of \$411.57, and I grant the tenants an order under section 67 for the balance due of \$363.83. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 19, 2009.