



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for compensation for damages to the rental unit and to recover the filing fee for this proceeding. The Landlord also applied to keep the Tenant's security deposit in partial payment of the alleged damages.

At the beginning of the hearing the Tenant claimed that he did not receive all of the documents that the Landlord submitted as evidence at the hearing. In particular, the Tenant said he did not receive a copy of the Landlord's receipts or an undated and unsigned copy of a Condition Inspection Report.

The hearing started as scheduled at 1:30 p.m., however, by 1:40 p.m., the Landlord had not dialled into the conference call and as a result, the hearing proceeded in his absence.

### Issues(s) to be Decided

1. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on February 1, 2008 and ended on May 1, 2009 pursuant to a Two Month Notice to End Tenancy for Landlord's Use of Property. Rent was \$1,400.00 per month. The Tenant paid a security deposit of \$700.00 at the beginning of the tenancy.

The Tenant said that the Landlord did not complete a condition inspection report at the beginning of the tenancy or at the end of the tenancy. The Tenant said that at the beginning of the tenancy the Landlord was in the hospital and at the end of the tenancy the Landlord simply told him to leave the keys on the counter of the rental unit.

The Tenant denied that he was responsible for the damages alleged by the Landlord and claimed that the rental unit was in very poor condition at the beginning of the tenancy. In support, the Tenant provided copies of photographs of the rental unit he said he took at the beginning of the tenancy. The Tenant also argued that none of the damages alleged by the Landlord were caused during the tenancy and that it was left

reasonably clean at the end of the tenancy. In support, the Tenant provided copies of photographs of the rental unit he said he took at the end of the tenancy.

## Analysis

Section 37 of the Act says that at the end of the tenancy, a Tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. The Tenant disputed that he was responsible for damages to the rental unit and argued that there were many damages at the beginning of the tenancy. In the absence of any evidence from the Landlord, I find that there is insufficient evidence that the Tenant was responsible for damages to the rental unit and that part of the Landlord's application is dismissed.

Sections 24(2) and 36(2) of the Act state that if a Landlord does not do a move in or a move out condition inspection report with the Tenant, the Landlord's right to make a claim against the security deposit for damages to the rental unit is extinguished. I find that the Landlord did not do a move in or a move out condition inspection with the Tenant as required by the Act and as a result, I order him to return the Tenant's security deposit to the Tenant with accrued interest (of \$9.61).

## Conclusion

The Landlord's application is dismissed. A monetary order in the amount of **\$709.61** has been issued to the Tenant and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: September 16, 2009.

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Dispute Resolution Officer