



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Landlord requested a monetary order for damages and cleaning, and to recover the filing fee for the Application.

The Tenant claimed for the return of double the security deposit.

Both parties appeared, gave affirmed 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 to me.

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.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation?

Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

This tenancy began in August of 2009, with the parties entering into a written tenancy agreement. The Landlord held a security deposit of \$900.00 from the Tenant, received in August of 2009.

The parties agree that an incoming condition inspection report was completed.

On September 1, 2010, an Agent for the Landlord was performing the outgoing condition inspection report and the Tenant was still in the process of moving. There were still articles of the Tenant, as well as cleaning to be done, in the rental unit. The outgoing condition inspection report was not completed that day.

The testimony of the Landlord was that the Tenant was told by the Agent to contact the Agent when he was ready for the outgoing report. The Landlord testified that the Tenant did not contact her until September 9, 2010, and by then the Agent had already completed the outgoing condition inspection report. The Landlord testified that she did not have the contact information of the Tenant until September 10, 2010.

The Landlord claims that the Tenant failed to make repairs to the drywall in the rental unit when he moved out. The Landlord testified and provided photographs in evidence of the many holes in the walls left by the Tenant. The Landlord also testified that the Tenant did not clean the rental unit to a reasonable standard when he vacated. The Landlord claims \$336.00 for repairing the holes in the wall and \$162.40 for cleaning the rental unit. The Landlord had returned \$450.00 of the \$900.00 security deposit to the Tenant following receipt of the Tenant's forwarding address. The Landlord testified that she lost rent for the month of September 2010, as the Tenant moved out on the first day of September and then he did not send her his contact information which delayed a second condition inspection report. The Landlord also testified she did not charge the Tenant for professional cleaning of the carpet.

The Tenant testified that he was not contacted for an outgoing condition inspection report. He testified he sent the Landlord his forwarding address by email on September 9, 2010, although the email is dated September 10, 2010. He testified that the date change was due to sending the email from Australia. The Tenant testified that the Landlord did not send him the entire refund of his security deposit or file within 15 days of the receipt of his forwarding address, and therefore, the Tenant claims for the return of double his security deposit.

The Tenant testified that the holes in one wall were made by a former renter, who took down a mirror at the end of the tenancy. He testified he did not think he had to repair these. He further testified that the carpets were not cleaned when he moved in.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the Act and tenancy agreement by failing to make repairs to the rental unit and by failing to clean it to a reasonable standard at the end of

the tenancy. I allow the Landlord **\$548.40** for her claims, comprised of \$366.00 for repairing the holes left in the wall by the Tenant, \$162.40 for cleaning the unit and \$50.00 for the filing fee for the Application.

I dismiss the Application of the Tenant. I find the Tenant did not provide the Landlord with contact information to complete the second inspection. I also find the Tenant did not comply with section 88 of the Act when he gave the Landlord his forwarding address by email. Regardless of the actual date the Tenant sent the Landlord his forwarding address by email, the Act does not provide for email service of documents between the parties. Therefore, I find the Tenant failed to serve the Landlord his forwarding address in accordance with the Act and consequently, the security deposit should not be doubled.

Having found that the Landlord has established a monetary claim of \$548.40, I order that the Landlord retain the remaining deposit of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$98.40**.

This order may be filed in the Provincial Court (Small Claims) 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: February 1, 2011.

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Residential Tenancy Branch