



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, FF  
                             MND, FF

### Introduction

This hearing dealt with cross applications from the landlord and tenant. The tenant has filed an application for return of the security deposit and recovery of the filing fee. The landlord has filed an application for a monetary order for damage to the unit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

### Background and Evidence

The tenant testified that the landlord returned only \$675.00 of the \$800.00 security deposit to the tenant. The tenant stated that she had not agreed to a deduction from the security deposit and the tenant in this application is requesting a monetary order for return of double the \$125.00 balance of the security deposit which is \$250.00.

The landlord testified that he had deducted \$125.00 from the tenant's security deposit to pay for a new bathroom door as the tenant had severely damaged the bathroom door and it would no longer close. The landlord stated that on the last day of tenancy the tenant's were slow in vacating the rental unit which caused a problem for the new tenant who was moving in. The landlord stated that it was during the new tenant's move-in that the damage to the bathroom door was discovered. The landlord phoned the tenant and requested that she return to complete a move-out inspection however the tenant refused. The landlord is seeking \$195.00 for replacement of the bathroom door and lock.

The landlord testified that the rental unit had been newly painted and new carpet installed prior to the tenant taking possession of the rental unit. The landlord stated that the damage to the walls was quite significant considering this was only a six month tenancy. The landlord is seeking \$375.00 for painting.

The landlord stated that the tenant did not remove all of her items from the garage for almost two months after the tenancy ended which directly impacted the new tenant. The landlord is seeking \$100.00 for two months storage.

The tenant denies that there was any damage to the rental unit and maintains that the rental unit had not been newly painted when she moved in. The tenant stated that the bathroom door was broken when they moved in and that the walls were chipped and marked. The tenant does not dispute that there were items left in the garage but she does contest how long the items were stored there for.

It should be noted that the tenant was calling in on a cell phone from North Dakota and often had to be asked to repeat her testimony due to the poor connection.

### Analysis

Based on the documentary evidence and testimony I find that the tenant has met the burden of proof regarding their entitlement to return of double the security deposit. Section 38 of the *Act* clearly outlines the steps a landlord is required to take when there is damage to a unit and the landlord seeks to make a claim against the security deposit.

I find that the tenant has established a claim for \$250.00 in return of double the security deposit balance.

I accept the landlord's testimony and evidence that there has been damage to the rental unit by the tenant. The landlord has submitted photographic evidence of the damage and invoices for the door and painting. I therefore find that the landlord has established a monetary claim in the amount of \$570.00 in damages.

The landlord and tenant both confirmed that the tenant left items store in the garage after the tenancy ended however the parties dispute the length of time these items were left. I therefore award the landlord \$50.00 for the tenant over-holding.

As both parties have had some success in their applications recovery of the \$50.00 filing fees are offset.

The tenant has been awarded \$250.00 in return of double the security deposit balance. The landlord has been awarded \$620.00 in damages and over-holding costs. These amounts will be off-set resulting in a monetary award of \$370.00 to the landlord.

### Conclusion

The tenant has been awarded \$250.00 in return of double the security deposit balance. The landlord has been awarded \$620.00 in damages and over-holding costs. These amounts will be off-set resulting in a monetary award of \$370.00 to the landlord.

I find that the landlord has established a monetary claim for \$620.00 in damages and over-holding. I order the landlord pursuant to s. 67 of the Act to keep the \$250.00 balance of the tenant's security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$370.00** (\$620.00-\$250=\$370.00)

A monetary order in the amount of **\$370.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, 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: March 25, 2011.

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Residential Tenancy Branch