



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

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

The Tenants have applied for the return of double their security and pet damage deposits paid.

The Landlord has applied for monetary orders for damage to the rental unit, to keep all or part of the security deposit and for money owed or compensation under the Act or tenancy agreement.

Both parties applied to recover the filing fee for their respective Application.

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.

I note the Landlord made his Application listing a numbered company as the Landlord, however, there is no evidence the Tenants contracted with a numbered company. The unsigned tenancy agreement and other evidence and testimony indicate the Landlord conducted business in his personal name. Therefore, I find that at the relevant times the Landlord acted in his personal capacity alone.

Issue(s) to be Decided

Are the Tenants entitled to the return of double their deposits?

Is the Landlord entitled to a monetary order against the Tenants?

Background and Evidence

The parties entered into tenancy relationship in June of 2009. The parties agreed that the monthly rent would be \$2,160.00, and the Tenants paid the Landlord a security deposit of \$1,080.00 and a pet damage deposit of \$1,080.00, in instalments in June and July of 2009.

The Tenants vacated the rental unit at the end of October in 2010.

The evidence indicates that the Landlord did not perform incoming or outgoing condition inspection reports in accordance with the Act.

The Tenants emailed the Landlord their forwarding address in an email on or about October 31, 2010. The Tenants and the Landlord both filed their respective Applications for Dispute Resolution on November 24, 2010.

The Landlord claims the Tenants' dog damaged the hardwood floors in the rental unit. The Landlord also claims the Tenants damaged the ceiling, walls and stove in the rental unit.

In evidence the Landlord supplied a quote for the repair of the floors and a letter from the previous renters.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Landlord breached the Act by failing to perform condition inspection reports. Under sections 24 and 36 of the Act, the Landlord has extinguished the right to claim against the security or pet damage deposits.

I further find the Landlord has provided insufficient alternative evidence to establish any of his claims against the Tenants.

Therefore, I dismiss the Application of the Landlord.

I also find that the Tenants failed to provide the Landlord with their forwarding address in accordance with the Act.

The Act does not provide for service of the forwarding address by email. Therefore, I find that the Tenants are not entitled to return of double the amounts of their deposits.

Having made the above findings, I order the Landlord to return the security and pet damage deposits to the Tenants, and I grant them a monetary order in the amount of \$2,160.00. The monetary order may be filed and enforced in the Provincial Court.

As both parties were unsuccessful in their claims and had breached the Act, I deny the filing fee to either party.

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: April 06, 2011.

Residential Tenancy Branch