



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with applications by the landlord and the tenant. The tenant applied for monetary compensation under the Act, including double recovery of the security and pet deposits. The landlord applied for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. The tenant, the landlord and an agent for the landlord participated in the conference call hearing.

At the outset of the hearing, the tenant stated that after filing her application, she received \$1700 from the landlord as compensation equivalent to one month's rent. I therefore dismiss that portion of the tenant's application.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?  
Is the landlord entitled to double recovery of the deposits?

### Background and Evidence

The tenancy began on June 1, 2009. Rent in the amount of \$1700 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$850 and a pet deposit of \$500. No condition inspection was done at the outset of the tenancy. The landlord did not provide the tenant with a copy of the strata rules for the rental unit.

The tenancy ended on January 1, 2011. The landlord and tenant met at the rental unit, and inspected it. The tenant returned her keys and provided her written forwarding address. The landlord moved into the rental unit after the tenant moved out.

The tenant's evidence on her application was that she provided the landlord with her written forwarding address but the landlord did not return her deposits or make an application to retain the deposits within the required time frame. The tenant has claimed double recovery of her deposits.

The landlord's response to the tenant's claim was as follows. After the tenancy ended, the landlord told the tenant that they would need to take some time to assess damage done to the hardwood floor.

The landlord's evidence on their claim was as follows.

The tenant's dog badly damaged the hardwood floor. The floor originally cost \$14,000 and was only one year old. The landlord had two experts inspect the floors, and they stated the damage could only be fixed by either replacing the floor or refinishing it, which would change the appearance of the floor. The landlord has not yet had any work done on the floor. The landlord has claimed \$14,000 for the cost of the floor.

The tenant did not properly clean the rental unit at the end of the tenancy. The landlord cleaned the kitchen and bathroom, and claimed \$500 for cleaning costs.

The landlord was charged \$100 by the strata for a move-out fee when the tenant moved out. The landlord applied for recovery of the move-out fee.

The tenant's response to the landlord's claim was that the landlord's claim was retaliatory, and she disputed their claim in its entirety. The floors were already damaged at the beginning of the tenancy, and the wood was quite soft and easily damaged. The tenant took care of the unit and left it in pristine condition. The landlord never asked the tenant to pay the move-in and move-out fees.

### Analysis

In regard to the tenant's application, I find as follows. Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security and pet deposits or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the deposits. In this case, the tenancy ended on January 1, 2011, and the tenant provided her forwarding address in writing on that date. The landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. The tenant is therefore entitled to double recovery of her pet and security deposits, in the amount of \$2700. The tenant is also entitled to recover the \$50 filing fee for the cost of her application.

In regard to the landlord's application, I find as follows.

The landlord did not comply with the requirements regarding carrying out a move-in inspection and completing an inspection report at the beginning of the tenancy, and therefore the landlord did not have evidence of the condition of the unit at the beginning of the tenancy. Further, the landlord did not have the floors repaired and has therefore incurred no loss. I find the landlord is not entitled to any compensation regarding damage to the floors.

The landlord did not provide any receipts or breakdown of hours and work done for cleaning. I find that they did not provide sufficient evidence regarding their claim for cleaning, and I therefore dismiss that portion of the claim.

The landlord did not provide the tenant with a copy of the strata rules or otherwise inform the tenant at the outset of the tenancy that the tenant would be responsible for move-in or move-out costs. I therefore find that the landlord is not entitled to this amount.

As the landlord's claim was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$2750. This order may be filed in the Small Claims Court 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: July 5, 2011.

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Residential Tenancy Branch