

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

There are applications made by both parties. The Landlord has made an application to keep all or part of the security deposit and recovery of the filing fee. The Landlord's details of dispute also seek money owed or compensation for damage or loss under the Tenancy Agreement. The Tenant is seeking the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

Issue(s) to be Decided

Is the Landlord entitled to keep the security deposit?

Is the Landlord entitled to a monetary order for money owed or compensation?

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

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties attended the hearing and have confirmed receiving the others notice of hearing and evidence packages.

This Tenancy began on October 1, 2008 on a fixed term tenancy until September 30, 2009 then thereafter on a month to month basis until it ended on January 31, 2011. The monthly rent was \$2,600.00 payable on the 1st of each month and a security deposit of \$1,300.00 was paid on September 23, 2008 as shown in the Tenant's submitted copy of the signed tenancy agreement.

The Tenant states that his forwarding address in writing was provided to the Landlord on January 31, 2011 on the last day of the tenancy. The Landlord confirmed this in his direct testimony.

The Landlord filed his application for dispute resolution on February 10, 2011. The Landlord is seeking Painting costs of \$200.00, Cleaning costs of \$100.00, a moving fee of \$200.00 for a total deduction of \$500.00 from the security deposit. The Landlord

states that he returned \$781.33 based on these disputed costs to the Tenant on February 11, 2011 by regular mail to the Tenant's forwarding address. The Tenant disputes this stating that he has not received this cheque. The Landlord has provided a statement from his office manager and a copy of the cheque stub, but has also confirmed that the cheque has not yet been deposited.

The Tenant disputes the Landlord's charge of \$200.00 for the moving out fee. The Landlord relies on section 15 (b) of the rental addendum that the Tenant has confirmed in his evidence that was signed by him at the beginning of the Tenancy. This section provides for a \$100.00 non-refundable moving fee required to book the elevator for move-in or move-out's.

The Landlord relies on a statement produced that lists deductions made by the Landlord for the Tenant's security deposit. The Landlord has not provided any evidence of a condition inspection report for either the move-in or the move-out, invoices, receipts or photographs. The Tenant has disputed these charges stating that the Landlord has not provided any details for these deductions. Both parties agree that a completed condition inspection report was not completed together.

Analysis

As both parties have confirmed receiving the notice of hearing and evidence packages from each other, I am satisfied that both have been properly served.

The Tenant's application for return of double the security deposit is dismissed. The Landlord filed his application for dispute resolution on February 10, 2011 which is well within the allowed 15 day period after the end of the tenancy and when the forwarding address in writing was given on January 31, 2011.

The Landlord's claims for painting and cleaning costs have not been proven. The Landlord has provided no details of his entitlement for these claims and as such, I dismiss this portion of the Landlord's claim.

The Landlord has proven the claim of a moving out fee as shown in section 15 (b) of the Rental Addendum as provided in the Tenant's evidence. The Landlord has been successful in establishing a claim for \$100.00 and not the \$200.00 claimed.

The Landlord has established a total monetary claim of \$100.00. The Tenant is entitled to the return of \$1,200.00 from the security deposit. As both parties have been partially

successful in their applications, I order that each will bear the costs of their own filing fees.

As there is some dispute over the return of a cheque for part of the security deposit, the Landlord has determined that the disputed cheque has not yet been deposited. I order that both parties destroy the cheque if in their possession and that the Landlord confirming that the cheque was cancelled return to the Tenant \$1,200.00 plus \$4.90 of accrued interest to the date of this hearing.

I grant the Tenant a monetary order for the balance due of \$1,204.90. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant is granted a monetary order for \$1,204.90.

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: June 03, 2011.

Residential Tenancy Branch