

## **DECISION**

Dispute Codes      FF, MNSD, MNDC, MNR

### Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order as compensation for damages and an order to retain the security deposit in partial satisfaction of the claim. The tenants are seeking an order to have doubled the security deposit returned. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is either party entitled to any or all of the above under the Act, Regulations or Tenancy Agreement?

### Background, Evidence

Both parties agree to the following; the tenancy began on July 1, 2009 and ended on January 31, 2011. The tenants were obligated to pay \$1900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$950.00 security deposit.

The tenant testified to the following; they gave the landlord their forwarding address in writing on February 5, 2011 and a move out condition inspection was not done or offered.

The landlord testified to the following; a move in condition inspection was done but do not have a signed copy of a move out condition inspection report, provided quotes and estimates of some damages they claim the tenants caused.

### Analysis

The landlord's agent was not contracted to conduct the move out condition inspection nor was she able to provide evidence from the landlord in that regard. The tenant

testified that the landlord did not offer on at least two occasions to conduct the inspection, the landlords agent was unable to comment on that. I accept that the move out inspection was not done as per Section 38 of the Act nor did the landlord file for dispute resolution within 15 days of the tenancy ending or from the time they received the tenants forwarding address. I accept the tenant's testimony and evidence.

The landlord was seeking a monetary order for compensation for damages however the documentary evidence provided was insufficient and unreliable. The landlord provided quotes and estimates of some costs but were dated several months after the end of tenancy. I do not accept them to be an accurate reflection of the unit at the time the tenants vacated the unit. I do not accept the landlord's testimony or evidence.

I dismiss the landlord's application.

### Conclusion

The tenant is entitled to double the security deposit.

The tenant has established a claim for \$1900.00. The tenant is also entitled to the recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$1950.00. 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: June 08, 2011.

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Residential Tenancy Branch