

DECISION

Dispute Codes FF, MNSD

Introduction

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

Issues to be Decided

Is either party entitled to any of the above under the Act, the regulations or the tenancy agreement?

Background and Evidence

The tenancy began on or about September 1, 2009 and ended on August 31, 2010. Rent in the amount of \$800.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$400.00.

Both parties agree that a move in nor move out condition inspection report was conducted. Both parties also agree that the tenant gave her forwarding address in writing to the landlord between May 15, 2011- June 1, 2011.

The landlord testified that the tenant had caused some damage to the unit and was seeking to recover the costs of cleaning and repairing the unit.

The tenant adamantly denies the damages that the landlord alleges.

Analysis

The landlord provided some photos and some estimates of the damage but has not actually undertaken to repair the unit as he no longer is interested in renting out the unit due to safety concerns of his young children. The landlord was unable to produce any evidence of how the unit looked when the tenant first took possession. I cannot rely on the landlord's evidence as I find it unreliable and inconclusive. I dismiss the landlord's application.

The tenant was seeking to have doubled her security deposit returned. Section 36(2)(b) of the Residential Tenancy Act states that if a landlord does not give at least two opportunities to conduct a condition inspection report on move in or move out, the landlord has extinguished their right to make claim against the damage deposit.

In this case the landlord not only didn't conduct the condition inspection reports, the landlord did not file for dispute within 15 days of receiving the tenants forwarding address in writing. Neither of these facts were in dispute by either party.

I find the tenant has proven their claim and is entitled to the return of doubled the security deposit; $\$400.00 \times 2 = \800.00

As for the monetary order, I find that the tenant has established a claim for \$800.00. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$850.00. 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 entitled to a monetary order in the amount of \$850.00

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: August 08, 2011.

Residential Tenancy Branch