



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

Matters related to this tenancy were heard June 13, 2011 under file 770469, this was the tenant's application for return of double the security deposit. The Dispute Resolution Officer ruled that the landlord had not received the tenant's forwarding address in writing until the date of the hearing therefore the landlord had until June 28, 2011 to file an application to claim against the security deposit. The landlord filed this application on June 21, 2011.

This tenancy began April 1, 2009 and the tenant paid a security deposit of \$950.00.

The tenant submitted evidence that she was not comfortable conducting the hearing with the landlord's agent due to the impolite and unprofessional manner in which the landlord's agent conducted business with the tenant during the tenancy. Both parties were advised that unprofessional behaviour during the hearing would not be tolerated and the hearing proceeded.

The landlord testified that at the end of the tenancy it was noted that there was damage to 2 door frames, the carpet had stains and damage from the tenant's cat, the bedroom door handle had to be replaced and some cleaning had to be done. The landlord stated that move-in and move-out condition inspection reports were not completed during this tenancy.

The tenant testified that that during the move-out walk through the landlord had simply commented that *'a few things that needed to be done'*. The tenant stated that she requested the landlord to provide her with a list of what was needed but that the landlord never did so and that to date all she has ever received from the landlord was copies of receipts.

The tenant stated that she was agreeable to a portion of the landlord's claim but not the \$950.00 the landlord was asking for. The tenant agreed that the carpet had some stains and damage and that one of the door frames had been damaged. The tenant asked about claiming her costs for bringing her June 13, 2011 application forward and it was clarified that the *Act* (section 72) does not provide for the award of costs associated with litigation to either party to a dispute.

The tenant submitted evidence regarding section 24(2)(c) of the *Act* which clearly notes that a landlord's right to claim against the security deposit is extinguished if the landlord *does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations*.

The tenant asked about her right to claim double the security deposit and it was clarified in this hearing that the landlord had been given until June 28, 2011 to file their application and the application was filed on June 21, 2011 therefore the landlord filed within the required time limit.

The landlord in this application is seeking \$800.00 compensation for cleaning costs and damages.

Repair 2 cracked door frames	\$53.20
Tool rental for carpet installation	\$76.16
Carpet	\$459.24
Transfer station	\$20.00
Cleaning supplies	\$33.83
Wall & door casing repair in basement	\$74.50
Switch plate and sink strainer	\$15.59
Main bedroom broken door handle	\$18.46
5 days lost rent due to repairs	\$0.00
2 people, 2 days lost wages	\$199.02
Total Claim	\$950.00

The landlord and tenant moved to discussing a settlement to bring the matters related to this tenancy to a close. The landlord was requesting \$950.00 but was willing to consider an amount of \$600.00. The tenant initially stated the highest she was willing to go was \$300.00 to cover a portion of the carpet and door frame replacement costs.

The parties then agreed that the landlord would be entitled to \$450.00 of the tenant's \$950.00 security deposit. While the landlord stated that she was not happy with this amount, the landlord commented that she preferred that they get the matter settled once and for all.

Both parties agreed that this settlement would be the final claim associated with this tenancy and that neither party would make a new application to seek further monies from the other.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The landlord will retain \$450.00 of the tenant's security deposit in full satisfaction of this claim.
- The landlord will return the \$500.00 balance of the tenant's security deposit to the tenant.
- The tenant will be provided with a monetary order for the \$500.00 balance of the security deposit.

Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

I find that the tenant has established a monetary claim for **\$500.00** in return of the security deposit and I grant the tenant a monetary order under section 67 of the *Act* for this amount.

The landlord is hereby ordered to return the \$500.00 balance of the security deposit to the tenant no later than October 8, 2011.

If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 26, 2011.

Residential Tenancy Branch