

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with cross applications. The landlord is seeking an order to retain a portion of the security deposit in satisfaction of the claim. The tenant made an application seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to retain a portion of the security deposit?

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

### Background and Evidence and Analysis

The tenancy began on or about October 26, 2010 and ended May 31, 2011. Rent in the amount of \$1600.00 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 \$800.00.

Both parties agree that a move in and move out condition inspection was conducted however the tenant did not sign the move out portion of the form as they did not agree with the landlords claim for damages.

The tenants testified that they are seeking the return of double the security deposit.

I address the landlord's claims and my findings around each as follows.

[1] The landlord is seeking \$7.11 for paint thinner to remove adhesive and tape residue, and \$45.00 labour to remove it from 11 windows, and 2 doors. The

landlord provided evidence to support this and have satisfied me that they are entitled to this portion of their claim.

- [2] The landlord is seeking \$30.24 for a piece of living room floor transition trim and \$30.00 for the labour to install it. The landlord provided the receipt and has satisfied me that they are entitled to the cost of the material however the landlord was very unclear at how long it took to install this piece; therefore I will award the landlord the cost of the floor trim only.
- [3] The landlord is seeking \$11.75 for the light fixture cover. In the condition inspection report it states upon move it that the light fixture cover was already broken. The landlord stated that was a different light cover, but was unable to provide evidence of this. I dismiss this portion of the landlords claim.
- [4] The landlord is seeking \$3.93 for light bulbs but no mention of burnt or missing bulbs was noted on the condition inspection upon move out. I dismiss this portion of the landlords claim.
- [5] The landlord is seeking \$80.00 for a broken washing machine. The landlord provided no receipts or invoices for the repair of this appliance. I dismiss this portion of the landlord's claim.
- [6] The landlord is seeking \$45.00 for cutting the lawn. On the tenancy agreement provided by the landlord there is no addendum or notation that the tenants are responsible for the tenants to mow the lawn. I dismiss this portion of the landlords' claim.

[7] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and I award the landlord \$50.00.

The tenants dispute all claims made by the landlord. The tenants were seeking the return of double the security deposit. The landlord conducted a move in and move out condition inspection and filed within 15 days of the tenancy ending for dispute resolution. The landlord has met the requirements under the Act and therefore the tenants are not entitled to the return of double the security deposit.

The tenants submitted some evidence; however it was neither helpful nor relevant and was not submitted in accordance with the Act and the rules of procedure.

The tenants' application is dismissed without leave to reapply.

### Conclusion

In summary, the landlord has been successful in the following claims:

Repairs/Labour/Parts	\$82.35
Filing Fee	\$ 50.00
	\$
	\$
	\$
	\$
<b>Total:</b>	<b>\$132.35</b>

The landlord has established a claim for \$132.35. I order that the landlord retain \$132.35 from the security deposit in satisfaction of the claim. The remaining balance of the deposit \$667.65 is to be returned to the tenant.

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 09, 2011.

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Residential Tenancy Branch