



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF, MNDC, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord seeking a monetary order 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 the landlord entitled to a monetary order and an order to retain the security deposit?

Background and Evidence

The tenancy began on or about August 1, 2010 and ended on July 31, 2011. Rent in the amount of \$1500.00 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 \$750.00.

The landlord testified to the following; the landlord took possession of this property on March 18, 2011, the tenant's had signed a lease with the previous owner, the previous owner conducted a move in condition inspection, upon move out the tenants left the unit dirty with some minor damage, the landlord did a walk thru with one of the tenants, the landlord stated the tenant refused to sign the move out.

The tenant gave the following testimony; a "walk thru" was done informally with the previous owner, does not agree with what the landlord stated on the condition inspection report for damages or costs to repair and clean.

Analysis

The landlord submitted some documentary evidence. The piece of documentary evidence the landlord was relying on to support his claim was the Condition Inspection Report. I pointed out to the landlord that the report was not signed by the tenant's upon move out or move in. I also pointed out that the report showed a long list of deficiencies at the start of tenancy and only two items upon move out. The landlord's response was "okay, I'm human I made a mistake and filled it out wrong". He advised that he had the condition inspection report conducted by the previous owner supporting his position that the unit was in very good condition when the tenants moved in. However, this document wasn't submitted to the Branch and when I advised the landlord he stated "you guys must have lost it".

The landlord has failed to provide a condition inspection report that has been signed and properly filled out to support his claim as is required under Section 35 of the Residential Tenancy Act. Without any other evidence to support his claim I cannot be certain as to the condition of the unit when the tenants moved in or moved out. The tenant adamantly disputes the condition as put forth by the landlord.

Based on the evidence presented during the hearing I find the landlord has failed to satisfy me that he is entitled to any of the items in his application.

Conclusion

The landlords' application is dismissed in its entirety.

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: November 16, 2011.

Residential Tenancy Branch