



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNDC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a monetary order in the amount of \$875.00 which represents double her security deposit.

The landlord's application is a request for a monetary order for \$1312.50, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$437.50 towards the claim.

Background and Evidence

The landlord testified that:

- The tenant failed to give any notice to end the tenancy and vacated the rental unit on November 30, 2011.
- The tenant claims that the landlord signed a mutual agreement to end the tenancy on November 30, 2011, however they dispute this claim entirely and the signature on the mutual agreement has been forged.
- As a result of the lack of Notice to End Tenancy they lost the full rental revenue for the month of December 2011.
- The tenant also claims that she taped a forwarding address in writing to the door of the rental unit however they dispute this claim as nothing was ever found on their door and in fact the letter from the person who moved her also appears to be forged as the signatures of one of the parties are identical on two separate letters.
- They also believe that the tenant vandalized their storage shed, because two days after she lost a previous dispute resolution hearing, extensive vandalism was caused in their storage shed.
- Paint had been poured all over the shed and equipment in the shed, and the paint used was the same paint that had been left in the tenant's suite, to be used for touch-ups, by the painting company when they painted the suite. (see letter from painter)
- The damage to the shed and equipment exceeded \$10,000.00; however they are only requesting an order to keep the amount of the security deposit towards this damage.

The landlords are therefore requesting an order as follows:

Lost rental revenue for December 2011	\$875.00
Damages caused by tenant	\$437.50
Filing fee	\$50.00
Total	\$1362.50

The tenant testified that:

- On November 21, 2011 the landlord did sign a mutual agreement to end the tenancy on November 30, 2011, the documentary is provided is not a forgery.
- She did give the landlord a forwarding address in writing by taping it to the landlord's door, and has provided two letters from the people who helped her move, as evidence of having done so.
- She did not cause any vandalism to the landlords work shed and in fact there were no cans of paint in her rental unit when she moved in.

The tenant therefore requests that the landlord's application be dismissed in full, and that the landlord be ordered to return double her security deposit for failing to meet the 15 day time limit set out under the Residential Tenancy Act.

Analysis

Allegations of forgery are very serious and therefore I inspected the documents very carefully to see if the allegations were true or false and it is my finding that the tenant has supplied forged documents to today's hearing.

Specifically I compared the signatures on the two letters from the person (initials M. J.) who helped the tenant move out of the rental unit, and the signature on those two separate documents is exactly the same, line for line, wiggle for wiggle, and it is very obvious that one is a tracing of the other.

Therefore having found that the tenant has supplied forged documents, I do not find the tenants testimony to be credible.

I therefore accept the landlords claim that he did not sign a mutual agreement to end the tenancy and I find, on the balance of probabilities, that the signature on that document is likely a forgery as well.

Further since the forged letters were the tenant's evidence of having supplied the landlord with a forwarding address in writing, I find it unlikely that that address was ever supplied.

Further although the tenant claims that she did not vandalized the landlords property and that the paint used was never in her suite, I find, on the balance of probabilities, that she did cause the vandalism to the landlords property, especially since the professional painter who was hired to paint the rental unit has given a witness letter stating that he has confirmed that the paint used was paint that he had left in the tenants rental unit for future touch-ups.

I therefore allow the landlords full claim.

Conclusion

I have allowed the landlords full claim of \$1362.50 and I therefore order that the landlords may retain the full security deposit of \$437.50 and have issued a monetary order in the amount of \$925.00.

The tenant's application is dismissed in full without leave to reapply. I further order that the tenant pay the filing fee of \$50.00, which was previously waived, to the director of the Residential Tenancy Branch.

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: February 29, 2012.

Residential Tenancy Branch