



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

### Preliminary Issue – Previous Determination of Amount of Security Deposit

On November 7, 2011 a dispute resolution hearing was convened and a decision issued that dealt with the tenant's application for double recovery of her security deposit. The Dispute Resolution Officer on that application dismissed the tenant's application on the basis that the tenant had not given her forwarding address in writing. Although the tenant's application was dismissed, the DRO found, based on the evidence in that proceeding, that the amount of the security deposit was \$400.

In the hearing I conducted on February 16, 2012, I informed the parties that I was bound by the finding of the previous DRO regarding the amount of the security deposit, despite the landlord's initial claim that the security deposit was \$200 and the tenant's new documentary evidence, in the form of a receipt, that the deposit was \$450.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

At the outset of the hearing, the landlord stated that he wished to limit his claim to the amount of the \$400 security deposit, in full compensation of his claim. The landlord stated that the tenant had done damages to the rental unit in excess of \$3,000. The landlord had to have the sub-floor sealed and replace the flooring, and the tenant painted the cabinets without permission. The landlord did not submit any documentary, photographic or other evidence to show the damages or monetary loss incurred.

The tenant's response was that the landlord was exaggerating. Furthermore, the tenant did not receive any evidence from the landlord regarding his application. The tenant kept the unit extremely clean and shampooed the carpet on a regular basis, and there was no odour on move-out as the landlord claimed. The tenant had asked the property manager to paint the cabinets and was given permission to do so.

### Analysis

I find that the landlord is not entitled to any monetary compensation. The landlord has not provided any evidence to support his damages claim, aside from his testimony. The tenant disputed the claim. The landlord has not proven, on a balance of probabilities, that there was damage, that it was caused by the tenant, and the landlord suffered a monetary loss as a result of the damage done by the tenant.

As the landlord's claim was not successful, he is not entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

The application of the landlord is dismissed. The landlord must return the security deposit to the tenant.

I grant the tenant an order under section 67 for the balance due of \$400. This order may be filed in the Small Claims Court 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: February 23, 2012.

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Residential Tenancy Branch