



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulation or tenancy agreement, the return of a security deposit and to recover the filing fee for this proceeding.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the "hearing package") by registered mail on December 12, 2011. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlords and the Tenant in attendance.

Issues(s) to be Decided

1. Has the Tenant had a loss or damage and if so how much?
2. Is the Tenant entitled to compensation and if so how much?
3. Is the Tenant entitled to the return of the security deposit?

Background and Evidence

This tenancy agreement stated the tenancy started on February 21, 2011 as a fixed term tenancy with an expiry dated of August 31, 2011. Rent was \$625.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$312.50 on February 21, 2011. The Tenant said that rent was \$700.00 per month and he paid a \$350.00 security deposit, but the Tenant said he had no proof of this and he did not send in any evidence in prior to the hearing that supported his claims.

The Tenant said that he moved out of the rental unit on March 28, 2011 and gave the Landlord a forwarding address in writing on December 14, 2011. The Tenant said there was a move in and a move out condition inspection report completed, but he did not receive a copy of the report. The Tenant continued to say that he cleaned the unit before leaving and he asked the Landlord for his deposit back. He said the Landlord said they would send his security deposit to him but the Tenant said the Landlord did not send him the deposit. The Tenant said he is applying for double his security deposit back in the amount of \$700.00.

The Landlords said they submitted into evidence the condition inspection reports. On the End of Tenancy part of the report the Tenant has signed that he authorized the Landlords to retain his security deposit of \$312.50. The Landlords said they did not have the Tenant's forwarding address to send a copy of the condition inspection report to until December 14, 2011. The Landlord said they submitted into evidence by way of a registered mail receipt date December 19, 2011, that shows they sent the condition report to the Tenant on December 19, 2011. The Landlord said they requested the Tenant to forfeit his security deposit because the rental unit needed cleaning when he moved out.

The Tenant said he would not forfeit his security deposit and the Landlords could have written anything on the report. The Tenant continued to say that the Landlord said they would send him his security deposit when he left the rental unit. The Tenant said he had witnesses to this, but they were not available for the hearing.

The Landlord said they did not change the condition inspection report and they sent it to the Tenant as soon as they had his address. The Landlord also denied saying they would return the Tenant's security deposit.

Analysis

Regulation 18 (1) (b)(ii) says a landlord has 15 days to send the tenant a copy of the condition inspection report after the condition inspection is completed and after the landlord receives the tenant's forwarding address in writing.

In this situation the Landlords received the Tenant's forwarding address on December 14, 2011 and mailed a copy of the condition inspection report to the Tenant on December 19, 2011. The Landlords sent it by registered mail and the Landlords provided proof that it was sent by providing a registered mail receipt and tracking number. I find the Landlords acted responsibly by sending the condition inspection report to the Tenant 5 days after receiving the Tenant's forwarding address in writing. Further I accept the Landlord's testimony and the evidence of the condition inspection report that the Tenant agreed in writing to forfeit his security deposit of \$312.50 to the Landlords as indicated and signed by the Tenant in the End of Tenancy part of the



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condition inspection report dated March 28, 2011. Consequently I dismiss the Tenant's application without leave to reapply.

As the Tenant has been unsuccessful in this matter I order the Tenant to bear the \$50.00 filing fee for this proceeding which the Tenant has already paid.

Conclusion

The Tenant's application is dismissed without leave to reapply.

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*.

Dispute Resolution Officer