



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC MNSD FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied for double recovery of the security deposit. The landlord applied for monetary compensation for damage to the rental unit. The tenant and one landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?
Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 4, 2011, with monthly rent of \$1250. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$625. The tenancy ended at the end of November 2011. There was no condition inspection report produced at either the beginning or the end of the tenancy.

Tenant's Evidence

On October 31, 2011 the tenant notified the landlord by email of her intention to vacate the rental unit by the end of November 2011. On November 23, 2011 the landlord asked the tenant if she could move out early, and the tenant responded that the earliest she could move was November 28, 2011.

While the tenant was moving a dresser, it flipped and made a small hole. The tenant fixed the hole and then asked the landlord for the paint number so the tenant could paint the wall, but the landlord said don't worry.

The landlord asked the tenant to give her keys to the new tenant. The tenant cleaned the carpets, and then gave her keys to the new tenant and told the new tenant not to move in yet because the carpets needed to dry.

The tenant denied that there was any damage to the rental unit at move-out. The tenant acknowledged that she had a guest staying with her for six days, and she told the landlord about her guest. A friend of the tenant's guest came by, but neither the tenant nor her guest had a dog in the rental unit. The new tenant has a very large dog, which may have caused the damage to the rental unit carpets.

The tenant gave the landlord her forwarding address by email on December 13, 2011.

Landlord's Evidence

At the outset of the tenancy the landlord and the tenant inspected the unit together. The only damage was the ceramic on the stove top was scratched. The building was only eighteen months old, so there was no need to fill out an inspection report.

The tenant gave her keys to someone else for the last two weeks of the tenancy, and the tenant's friend had a dog.

The tenant told the landlord over the phone that the hole in the wall was small, but when the landlord viewed it the hole was approximately four inches square. The tenant did patch the hole, but it has to be redone.

The landlord got a call from the new tenant, who said that the rental unit smelled so bad, there was such a strong urine smell. The landlord inspected the unit and took photographs. There were two huge stains in the den from dog urine, and there were places on the wall that had been clawed or bitten by a dog. The damage is still in the unit. The landlord tried cleaning the carpets, but it did not remove the smell. The carpets have to be changed.

The landlord has claimed \$2468.48 for carpet replacement; \$1899.98 for paint and repairs; and \$125 for October and November hydro.

Analysis

Security Deposit

I find that the tenant is not entitled to double recovery of her security deposit. I find that the tenant did not provide sufficient evidence to establish that the landlord received the tenant's forwarding address by email on December 13, 2011, and I do not find in this case that email constitutes "in writing." The tenant is entitled to recovery of the base amount of her security deposit.

Landlord's Claim

I find that the landlord is not entitled to any portion of his claim. The landlord did not do a move-in inspection report as required under the Act, and so he could not establish the condition of the rental unit at the outset of the tenancy. The landlord's photographs of the alleged damage were unclear and inconclusive. The landlord did not provide any hydro or gas bills, and did not incur any actual costs for repairs of the alleged damages. The landlord's application is therefore dismissed.

Filing Fees

As the tenant's application was partially successful, I award her partial recovery of her filing fee, in the amount of \$25. As the landlord's application was not successful, I find he is not entitled to recovery of his filing fee.

Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$650. 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: April 26, 2012.

Residential Tenancy Branch