



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC,

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages to the rental unit?
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on June 1, 2011. Rent in the amount of \$500.00 was payable on the first of each month. A security deposit of \$250.00 was paid by the tenant.

The evidence of the parties was the landlord did not perform either incoming or outgoing condition inspection reports.

The landlord testified that the tenant left the rental unit in a complete disaster and he spent six hours cleaning the rental unit and the appliances.

The tenant testified that the rental unit was left in a reasonable state of cleanliness and in a condition far better than when he moved-in.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, by failing to perform incoming or outgoing condition inspection reports the landlord has extinguished their right to claim against the security deposit, pursuant to sections 24(2) and 36(2) of the Act.

Further, the evidence of the landlord was the tenant left the rental unit in an unreasonable state of cleanliness; however, there were no photographs submitted to support the landlord's claim. The evidence of the tenant was it was left in a reasonable state of cleanliness. Therefore, I find the landlord has provided insufficient evidence to support his claim for damages to the rental unit.

Therefore, the landlord's application for a monetary order is dismissed, and the landlord is not entitled to retain any portion of the security deposit. The landlord is not entitled to recover the cost of filing the application from the tenant.

As neither party provided any testimony on when the landlord received the tenant's forwarding address in writing. I find there is insufficient evidence to apply section 38(6) of the Act.

As I have dismissed the landlord's application the tenant is entitled to the return of the security deposit. I granted the tenant a monetary order in the amount of \$250.00 should the landlord fail to return the deposit.

Conclusion

The landlord's application is dismissed. The tenant is granted a monetary order in the above amount.

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: June 25, 2012.

Residential Tenancy Branch