



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, MNSD, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for alleged damage to the rental unit, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application. The Landlords had also requested “other” relief in the Application, however, they were not sure what they requested this for. Therefore, I dismiss the claim for “other” relief, as there are insufficient particulars provided for this relief.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided 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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on July 15, 2010, with the parties entering into a standard form tenancy agreement, with a term of one year. The Tenants paid the Landlords a security deposit of \$500.00 in or about December of 2010. Rent was due on the 15 day of each month.

On February 10, 2012, the Tenants gave the Landlords a written Notice to End Tenancy to be effective on March 15, 2012.

There was no condition inspection report performed at the outset of the tenancy.

The Landlords allege the Tenants' pet damaged the carpet in the rental unit. The Landlords further allege the Tenants left behind personal property, did not clean the rental unit, damaged a toilet seat and window blinds, and did not repair these before the end of the tenancy.

The Tenants allege the Landlords' dog damaged the carpets before they moved in, since the Landlords lived in the rental unit with their dog prior to the tenancy. The Tenants further testified they do not agree with any of the Landlords' claims.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Landlords' Application must be dismissed.

Under section 24 of the Act, and as set out in paragraph 6(3) of their tenancy agreement, the Landlords extinguished their right to claim against the security deposit for damage to the rental unit when they failed to perform an incoming condition inspection report.

Absent such a report, wherein both parties agree in writing to the condition of the rental unit at the outset of the tenancy, the Landlords must otherwise prove the condition of the rental unit at the outset of the tenancy. In this instance, I find the Landlords have insufficient evidence to prove the condition of the rental unit at the outset of the tenancy.

Therefore, I must order the Landlords to return the security deposit to the Tenants.

Under section 38 of the Act, the Landlords were required to file their Application to keep the deposit within 15 days of the end of the tenancy or the receipt of the forwarding address of the Tenants to send the deposit to, otherwise the Landlords are required to return double the security deposit to the Tenants.

During the course of the hearing it was initially found that the Landlords would have to return double the security deposit to the Tenants. However, in reviewing the written submissions of the Tenants it is clear they did not provide their forwarding address in writing to the Landlords until providing them a letter dated April 4, 2012. As the Landlords filed their claim on April 17, 2012, they were within the 15 days required and therefore, they must only return the original amount to them.

Conclusion

Having made the above findings, I must Order, pursuant to section 38 and 67 of the Act, that the Landlords pay the Tenants the sum of **\$500.00**

The Tenants are given a formal Order in the above terms and the Landlords must be served with a copy of this Order as soon as possible. This Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 14, 2012.

Residential Tenancy Branch