



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD

### Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, damage or loss under the Act, regulations or tenancy agreement and to retain the security deposit.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on June 14, 2012. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Are the Landlords entitled to compensation and if so how much?
3. Is there damage or loss to the Landlords and if so how much?
4. Are the Landlords entitled to compensation and if so how much?
5. Are the Landlords entitled to retain the Tenants' security deposit?

### Background and Evidence

This tenancy started on in May 2010 and was renewed on June 1, 2011 as a 1 year fixed term tenancy with an expiry date of June 1, 2012. Rent was \$810.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenants paid a security deposit and pet deposit of \$750.00 in May 2010. This tenancy ended on June 1, 2012 at the end of the fixed term tenancy agreement.

The Landlord said he did not complete a move in or move out condition inspection report, but he did submit photographs to show the damage to the rental unit. The Landlord said his total damage claim is \$708.14. His claim included repairs to the unit and for cleaning the unit.

The Landlord said the rental unit is in his home and it was clean and in good repair when the Tenants moved in. The Landlord pointed out section 13 of the tenancy

agreement that indicates the unit was clean and in good repair on move in. The Landlord said that they did a move in inspection of the unit with the Tenants, but they did not complete a move in condition inspection report.

The Landlord said he did contact the Tenants to do a move out in condition inspection, but the Tenants did not participate and he did not complete the report nor did he send the report to the Tenants.

## Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. Section 24 and 36 if this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit and the landlord's claim on the security deposit is extinguished.

The Landlord said that section 13 of the tenancy agreement established condition of the unit on move in. I find that section 13 of the tenancy agreement is a general statement about the rental unit's condition, but as it has no details on the condition of the unit, this section of the tenancy agreement does not replace the condition inspection forms or establish the condition of the unit on move in. Consequently, because the Landlords did not complete the move in and move out condition inspection reports the Landlord is unable to establish the condition of the rental unit at the start and the end of the tenancy. I find that the Landlords have not established proof that the Tenants damaged the rental unit. Consequently, I dismiss the Landlord's application for damages to the unit, site or property without leave to reapply.



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## Conclusion

I find the Landlords' 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*.

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Dispute Resolution Officer