



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord for an order to retain the security deposit. Both the landlord and the tenant participated in the conference call hearing.

The landlord named three respondents in his application. At the outset of the hearing, the three respondents stated that they lived in separate rental units in the rental house, under three separate tenancies. The landlord confirmed this. I informed the landlord that he would have to make separate applications for the separate tenancies, and he could only proceed against one of the tenants today. The landlord stated that he wished to proceed against DM. I amended the landlord's application to remove the other two respondents.

The tenant stated that she did not receive the landlord's evidence. The landlord confirmed that he did not serve the tenant with his evidence. I did not admit or consider the landlord's photographic or documentary evidence. I heard testimony from both the landlord and the tenant. I have reviewed all of the testimonial 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 landlord entitled to retain the security deposit?

Background and Evidence

Undisputed Facts

The tenancy began on August 1, 2008. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$785. The landlord did not provide any evidence that he conducted a condition inspection with the tenant at the outset of the tenancy. The tenancy ended on July 1, 2012.

Landlord's Claim

The landlord stated that the tenant left the rental unit dirty and in need of repairs. The landlord is still fixing the rental unit, and it is not finished yet. The landlord acknowledged that he received the tenant's forwarding address in writing after September 14, 2012, but he could not confirm the date. The landlord made his application to keep the security deposit on October 12, 2012.

Tenant's Response

The tenant stated that the landlord evicted all of the tenants so that the landlord could renovate the house and move in with his family. The tenant denied causing any damage or leaving any garbage at the rental unit. The landlord damaged the house himself when he attempted to carry out repairs and a pipe burst. Any garbage would be as a result of the landlord's renovations. On September 14, 2012, the tenant discovered that someone had broken into the empty rental house and was living there, so the tenant called the police, as a favour to the landlord.

The tenant stated that she gave the landlord her forwarding address in writing about two weeks after the tenancy ended.

Analysis

Upon consideration of the evidence, I find that the landlord has failed to prove that he is entitled to any monetary compensation. The landlord did not provide receipts for any cleaning or repairs, and he did not provide evidence to establish that any of the cleaning or repairs were needed because of any action or lack of action by the tenant.

In regard to the security deposit, the landlord extinguished his claim to the security deposit by failing to do a move-in inspection with the tenant at the beginning of the tenancy. Therefore, even if the landlord applied to keep the deposit within 15 days of having received the tenant's written forwarding address, the landlord had extinguished his right to claim the security deposit. Therefore, under the Act, the tenant is entitled to double recovery of the security deposit.

Conclusion

The landlord's application is dismissed.

The tenant is entitled to double the base amount of the security deposit, in the amount of \$1570, and interest of \$4.92. I grant the tenant an order under section 67 for the balance due of \$1574.92. 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: January 9, 2013.

