



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

The tenant applies to recover a \$325.00 security deposit doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “Act”).

There is no dispute but that this tenancy ended May 1, 2013 and that the tenant provided the landlord with a forwarding address in writing in late May. The landlord has not repaid the deposit or applied to keep it and so the double provision of s. 38 comes into affect.

However, the landlord submitted a variety of receipts in an attempt to make a counterclaim to the tenant’s claim. Though the landlord had not made a formal application for dispute resolution seeking compensation, the tenant agreed to deal with the items presented as though the landlord had made a claim.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities, that the landlord is entitled to recover for any of the items alleged?

### Background and Evidence

The rental unit is a one bedroom suite in a duplex. The tenancy started October 1, 2012 and ended May 1, 2013. The monthly rent was \$650.00 and the landlord holds the aforesaid \$325.00 security deposit.

The tenant gave verbal notice, accepted by the landlord. There was no move out inspection.

The landlord says that on May 13 he incurred a locksmith charge of \$78.13 to open the suite and rekey the locks. He says that in March 2013 he incurred a \$100.52 charged for a lock change when the door had been kicked in by the tenant or her guest. The landlord claims \$134.29 for carpet cleaning and \$199.67 for glass door repair. Finally, the landlord claims the tenant took with her a municipal waste container worth \$50.00.

The tenant does not agree to any of the charges. She says she left the garbage container in question at the premises. She objects to the mid May rekeying charge noting that the landlord had a key and that she gave her key to the downstairs tenant and notified the landlord of that fact. She says that the window was broken long ago, before this tenancy and that the woman who broke it was "charged." She says the door was kicked in the night before she moved in and is was not her responsibility.

### Analysis

On the competing evidence I am unable to find good ground on which to award the landlord any of the items he claims. His failure to produce the mandatory move in and move out inspection reports put him in a difficult position to argue that items were damaged during the tenancy.

I am not satisfied that the tenant's key was not returned. Nor am I persuaded that the tenant was responsible for a door handle and lock the landlord now says was broken. The evidence does not establish, on a balance of probabilities that the glass in the door was broken during this tenancy or that the door frame was kicked in during this tenancy. The evidence is equally divided about whether the garbage container was left or taken and so the landlord has not satisfied the evidentiary burden in that regard either.

Lastly, I decline to award the landlord a carpet cleaning cost for services rendered last September, before the tenant moved in, without evidence of a specific agreement that the tenant would pay for that cleaning.

Conclusion

The landlord's claim is dismissed. The tenant is entitled to recovery \$650.00; double the deposit. There will be a monetary order against the landlord in that 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: August 09, 2013

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Residential Tenancy Branch

