



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD

Introduction

This is an application for a Monetary Order for \$146.05, and a request to retain the full security deposit of \$182.50 as well.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to give evidence orally.

All testimony was taken under affirmation.

Issue(s) to be Decided

Is the applicant entitled to an Order to retain the full security deposit of \$182.50, plus interest of \$6.45?

Is the applicant entitled to a further Monetary Order of \$146.05?

Background and Evidence

The applicant testified that:

- The walls were damaged by the tenant during the tenancy and as a result they need to be repainted.
- The tenant also removed an area rug, and entire bed, and a sofa at the end of the tenancy and as a result they will have to be replaced.
- The doorframe in the common area was damaged by the tenants bicycle during the tenancy and it will have to be repaired.

The applicant is therefore requesting a Monetary Order as follows:

Painting material and labour	\$125.00
Replacement rug	\$60.00
Replacement bed	\$60.00
Replacement sofa	\$60.00
Repair doorframe	\$30.00
Total	\$335.00

Analysis

It's my finding that the applicant has not met the burden of proving any of the claims.

The applicant is claiming a total of \$335.00 for materials, labour, and replacement of missing items; however the applicant has supplied no invoices or independent estimates to support the amounts claimed.

I am not willing to issue any Order without any evidence to support the amounts claimed.

Further, the landlord failed to do the required move in inspection report at the beginning of the tenancy, and failed to do the move out inspection report at the end of the tenancy and therefore the landlord's right to claim against the security deposit for damages has been extinguished, and he was therefore required to return the deposit within 15 days of receiving a forwarding address in writing.

The landlord admitted at the hearing that he did receive a forwarding address in writing in April of 2013.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit and the 15 day time limit is well past and although the landlord did file a claim against the security deposit, his right to do so had been extinguished.

Therefore since the tenant paid a security deposit of \$182.50, the landlord must pay \$365.00, plus interest of \$6.45 for a total of \$371.45.

Conclusion

The landlords application is dismissed in full without leave to reapply, and I've issued a Monetary Order for the landlord to pay \$371.45 to the tenant.

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: July 30, 2013

Residential Tenancy Branch

