



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BIVIORA HOLDINGS CO. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on September 11, 2013, by the Landlords to obtain a Monetary Order for: damage to the unit, site or property; to keep all or part of the security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order?

Background and Evidence

The parties entered into a written fixed term tenancy agreement that began on August 1, 2012, and switched to a month to month tenancy after July 31, 2013. Rent was payable on the first of each month in the amount of \$600.00 and on July 26, 2012, the Tenant paid \$300.00 as the security deposit. The parties conducted the move-in inspection and signed the condition inspection form on July 25, 2012.

The Agent testified that he conducted the move out inspection with the Tenant on August 30, 2013 and gave her a signed paper that indicated the rental unit had been

“left in perfect order”. The Tenant provided him with the keys to the unit and her forwarding address during the inspection.

The Landlord testified that he returned to town the next day and conducted his own inspection without notifying the Tenant. He completed the move out condition inspection form on September 1, 2013, in the absence of the Tenant and without informing her he had decided that the unit was not totally clean prior. He made no contact with the Tenant prior to filing his application for dispute resolution.

The Tenant acknowledged that she might have missed cleaning some of the items. She confirmed receipt of \$220.50 as the security deposit refund which is the difference between the Landlord’s claim of \$79.50 and her \$300.00 deposit. She stated that she does not dispute the Landlord’s claim.

Analysis

The Tenant did not dispute the Landlord’s claim of \$79.50 for additional cleaning costs.

In this case, I find the final move out inspection occurred on August 30, 2013, in the presence of the Tenant. The Landlord decided to alter the results of that inspection after conducting his own inspect a day or two after he had regained possession of the unit and without notice to the Tenant. Therefore, in the presence of the Tenant’s agreement, I decline to award the Landlord recovery of the filing fee.

Conclusion

The Tenant did not dispute the Landlord withholding the \$79.50 from her security deposit and she has already received and cashed the \$220.50 balance. Therefore, no further action is required.

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: October 25, 2013

Residential Tenancy Branch

