



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MNDC FF

### Introduction

This hearing dealt with the tenant's application for recovery of the security deposit and further monetary compensation under the Act, regulation or tenancy agreement. The tenant and the landlord participated in the teleconference hearing. Both parties were given full opportunity to give testimony and present their evidence.

During the hearing the tenant alleged that the landlord had falsified the move-out condition inspection report. The landlord denied falsifying the report, but stated that he may not be able to produce the original, as he had lost some documents destroyed in a flood. I ordered the landlord to if possible submit the original report to the Residential Tenancy Branch by December 20, 2013. The landlord did not submit the original report by that date, and I proceeded to consider the evidence and render my decision in this matter. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in April 2010, with the applicant tenant, KK, and his cousin, BK. On April 1, 2010 the landlord and the tenant BK carried out a move-in inspection and completed the move-in inspection report. At the outset of the tenancy the tenant paid the landlord a security deposit of \$500. The tenancy agreement indicates that the tenants would pay 30 percent of the hydro and gas bills and 100 percent of the cable and telephone bills, after the landlord presented the tenant with the bills. The tenancy ended at the end of August 2011. The landlord returned \$307.67 of the security deposit to the co-tenant, BK.

### *Tenant's Claim*

The tenant claimed that he calculated the hydro and gas bills that he paid during the tenancy, and he believes that he overpaid the landlord by \$397.37. In support of his claim, the tenant submitted copies of bills and a chart indicating the tenant's calculations.

The tenant also claimed double recovery of the security deposit. The tenant stated that his cousin and co-tenant, BK, told KK that she did not recall being present for the move-out inspection or signing the condition inspection report. The tenant alleged that the landlord had falsified the move-out condition inspection report by cutting and pasting BK's signature, as the two signatures appeared identical and the lines did not meet up. The tenant acknowledged that the forwarding address on the report is written in his cousin's handwriting, but he could not explain this.

### *Landlord's Response*

In regard to the utilities bills, the landlord stated that he calculated the bills correctly, and the tenant did not dispute those bills through the tenancy.

In regard to the security deposit, the landlord stated that BK did attend the move-out inspection and sign the condition inspection report, where she agreed that the landlord could deduct from the security deposit \$90 for cleaning, plus outstanding utilities. The landlord submitted a copy of the condition inspection report, which shows BK's signature both at move-in and move-out.

### Analysis

I have considered the evidence, and I find that the tenant is not entitled to any portion of his claim.

In regard to the utilities bills, I find that the tenant had ample opportunity during the tenancy to confirm whether the landlord's calculations were correct, but he failed to do so. The tenant did not therefore take steps to mitigate any possible overpayments.

In regard to the security deposit, I accept the evidence of the landlord that BK did attend the move-out inspection and she acknowledged in writing that the landlord could deduct \$90 for cleaning plus outstanding utilities. The tenant had the burden of proof to establish his claim, and he could have had BK appear to give testimony regarding the

move-out inspection and condition inspection report, but he chose not to. I have viewed the condition inspection report, and it does not appear to me that BK's signatures on the document are identical. Further, the tenant could not explain why the forwarding address was written on the report in BK's handwriting. I therefore do not find it necessary to put any weight on the landlord's inability to produce the original condition inspection report.

As the tenant's application was unsuccessful, he is not entitled to recovery of the filing fee for the cost of his application.

### Conclusion

The application of the tenant is dismissed.

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 17, 2014

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Residential Tenancy Branch

