



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Shaughnessy Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with applications by the landlord and the tenants regarding the security deposit. The agent for the landlord and both tenants participated in the teleconference hearing.

The hearing first convened on November 5, 2013. On that date, the landlord and the tenants did not have the other party's complete evidence before them. I determined it was appropriate to adjourn the hearing to allow the parties to serve or re-serve evidence.

The hearing reconvened on January 10, 2014. On that date, each party confirmed that they had received the other party's evidence. Both parties were given full opportunity to give testimony and present their evidence. 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 landlord entitled to retain the security deposit?

Are the tenants entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on July 1, 2012. At the outset of the tenancy the tenants paid the landlord a security deposit of \$437.50. On June 2, 2013 the tenants gave the landlord written notice of their intention to vacate the rental unit. The tenancy ended at the end of June 2013.

### *Landlord's Evidence*

The landlord has claimed \$437.50, the amount of the security deposit, as compensation for the work needed after the tenants moved out.

The landlord stated that the tenants abandoned the rental unit without doing a move-out inspection, and then on June 30, 2013 they dropped off the keys with a piece of paper taped around them. The piece of paper contained a forwarding address, but it was not legible. The landlord stated that the rental unit needed cleaning, carpet cleaning and paint.

The landlord's evidence submitted in support of their application included the following:

- a copy of the piece of paper where the tenants wrote their forwarding address, which is mostly illegible;
- a copy of a condition inspection report not on the standard form but created by the landlord, on which it appears that one tenant, and one agent for the landlord attended the move-in inspection on June 20, 2012 and signed the form, and which also contains the landlord's notes regarding the condition of the rental unit on June 30, 2013;
- a copy of the tenancy agreement, signed by the landlord and one tenant on June 20, 2012;
- a copy of a letter from the tenants to the landlord dated July 25, 2013, in which the tenants provided their forwarding address, and which is signed by both tenants;
- a copy of the landlord's "Move Out Charges Form," in which the landlord indicated that the tenants owed \$100 for drapes, \$150 for six hours of cleaning at \$25 per hour and \$187.50 for touch-up painting at \$25 per hour, for a total of \$437.50, the same amount as the security deposit; and
- 23 photographs depicting dirty areas of the rental unit and appliances.

In response to the tenants' evidence, the landlord stated that the tenant's signature on the move-in condition inspection report was genuine, and the photographs did depict the tenants' rental unit.

### *Tenants' Evidence*

The tenants have claimed double recovery of their security deposit, on the grounds that the landlord did not complete the move-in or final condition inspection reports, and did not return the security deposit within 15 days of giving the landlord their forwarding address.

The tenants stated that they did not abandon the rental unit, they told A., another agent for the landlord, that they would be moving out on June 29, 2013. The tenants stated that at 6:30 p.m. on that date, they called A., who told them to drop off their keys and their forwarding address. The tenants gave A. the authority to keep \$100 of the security deposit for cleaning the curtains or blinds. The tenants stated that the landlord did not give the tenants two written opportunities to schedule a move-out inspection.

The tenant denied signing the move-in condition inspection report. The tenants also stated that they spent hours cleaning the rental unit before moving out, and the landlord's photographs are not of their unit or appliances. The tenants acknowledged that their note with their forwarding address on it may not have been readable after the tape was removed.

### Analysis

Upon consideration of the evidence, I find as follows.

I do not accept the tenants' submission that the tenant's signature on the move-in condition inspection report was fake. The landlord's documentary evidence shows several examples of the tenant's signature, and it appears to me on a balance of probabilities that they are sufficiently similar, and that the signature on the move-in report is in fact that of the tenant.

I do not find that the tenants abandoned the rental unit. I accept the tenants' evidence that they dealt with an agent of the landlord, A., who told the tenants to drop off their keys and forwarding address. I also find that the landlord did not give the tenants two written opportunities to schedule a move-out inspection.

I find that the forwarding address that the tenants wrote on a piece of paper and then taped around the keys was not legible. I further find that landlord did apply in time, after receiving the tenants' forwarding address in writing on July 25, 2013, and therefore the doubling provision of the Act does not apply.

I am not satisfied that the landlord has provided sufficient evidence to support their monetary claim, aside from \$100 that the tenants authorized the landlord to keep for cleaning drapes or blinds. The landlord's Move Out Charges form does not provide details of the cleaning and painting that was required, and I find it suspiciously coincidental that the total amount of the charges exactly equals the amount of the security deposit.

I find that the landlord is entitled to retain \$100 of the security deposit, as authorized by the tenants, and they must return the balance of the deposit, \$337.50, to the tenants. As neither party's application was fully successful, I decline to award either party recovery of their respective filing fees.

### Conclusion

The landlord is entitled to retain \$100 of the security deposit in full compensation of their monetary award.

I grant the tenants an order under section 67 for the balance due of \$337.50. 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: February 4, 2014

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Residential Tenancy Branch

