



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Island Explorer Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with monetary applications by the tenant and the landlord. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the 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 tenant entitled to double recovery of the security deposit?

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on December 1, 2012 as a one-year fixed-term tenancy. The rental unit was a house with an upstairs suite and a downstairs suite. The tenancy agreement indicated that the tenant was responsible for rent for the entire house, with monthly rent of \$1275, though the tenant only occupied the upstairs unit. The parties agreed that this was so that the tenant would be able to control who lived in the downstairs suite. The tenant would be responsible for the full rent of \$1275 if the downstairs suite was unoccupied, but if it was occupied the tenant would pay \$700 and the downstairs tenant would pay \$700. The tenancy ended in December 2013.

Tenant's Claim

The tenant claimed double recovery of the security deposit, in the amount of \$1275.

The tenant first stated that she paid the full security deposit of \$637.50, but later in the hearing, when the landlord stated that the tenant only paid a deposit of \$350, and the downstairs tenant paid \$287.50, the tenant did not deny the landlord's statement. The landlord stated that he had already dealt with the downstairs tenant's security deposit at the end of October 2013.

The tenant stated that she returned her key and gave the landlord her forwarding address in writing by putting both through the mail slot of the landlord's office door on November 28, 2013. The tenant was by herself when she did this. The landlord stated that the tenant returned all of the rental unit keys on December 6, 2013, but the landlord never received the tenant's forwarding address in writing.

Landlord's Claim

The landlord claimed \$1500 for cleaning and \$961.28 for garbage removal.

The landlord stated that he did a move-in inspection with the tenant at the beginning of the tenancy and completed a condition inspection report, but he did not submit the report as evidence because there was no move-out inspection done.

The landlord stated that he and the tenant had scheduled a move-out inspection for November 29, 2013, but the tenant asked the landlord to wait until December 2, 2013. The landlord attended the rental unit on December 2, 2013, but the tenant was not there and the rental unit was not clean. The landlord stated that he returned to the rental unit on December 6, 2013 and the unit was still a complete mess. The landlord stated that two people cleaned the unit for four days, and 10 truckloads of debris had to be removed. The landlord stated that the 11th truckload contained items that did not belong to the tenant and he did not charge the tenant for disposal of those items.

In support of his claim, the landlord submitted an invoice for labour and dump charges totalling \$961.28; an invoice for 60 hours of cleaning at \$25 per hour, for a total of \$1500; and photographs of the condition of the rental unit. The tenant stated that seven of the landlord's photographs were of the downstairs unit, and the landlord stated that four of the photographs were of the downstairs unit.

The tenant acknowledged that she did not do all of the cleaning and that she left some items behind, including some flower pots that the landlord's contractors had backed over with their truck.

Analysis

In regard to the tenant's claim, I accept the evidence of the landlord that the tenant only paid \$350 for her security deposit. Despite the tenancy agreement, the tenant only occupied and paid rent for the upstairs unit, and logically it would make sense that the downstairs tenant paid a separate security deposit equivalent to half of their rent. I also find that the tenant did not provide sufficient evidence to establish that she gave the landlord her forwarding address in writing. Therefore, the tenant is not entitled to double recovery of the security deposit.

In regard to the landlord's claim, I find that because the landlord did not submit the move-in inspection report, but did submit photographs that were not solely of the upstairs unit, the landlord did not provide sufficient evidence to fully support his claim. However, the tenant did acknowledge that she did not do all of the cleaning and she did leave some items behind. I therefore find that the landlord is entitled to monetary compensation of \$350 for cleaning and disposal of items.

Because the landlord's application was only minimally successful, I find that he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The tenant's application is dismissed.

The landlord is entitled to compensation totalling \$350. I order the landlord to retain the security deposit of \$350 in full compensation of his award.

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: May 1, 2014

