



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant has filed an application seeking the return of double the security deposit as well as a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is either party entitled to a monetary order as claimed?

Background, Evidence

Both parties agree to the following:

The tenancy began on November 1, 2012 and ended on September 30, 2013. The tenants were obligated to pay \$450.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$225.00 security deposit. Condition inspection reports were not conducted at move in or move out.

The landlord gave the following testimony:

The landlord stated that the tenant left the unit dirty and damaged. The landlord stated that the tenant broke a pipe in the kitchen and did not notify them of the damage. The landlord stated that it cost \$150.00 to clean the unit and \$500.00 to fix the broken pipe.

The tenant gave the following testimony:

The tenant stated that she verbally gave her forwarding address on September 30, 2013. The tenant seeks the return of double her deposit. The tenant stated that landlord gave her an illegal \$25.00 per month increase for four months and seeks to recover the \$100.00.

Analysis

I will address the landlords' claims and my findings as follows. The landlord did not provide any receipts or condition inspection reports to support his claim. The landlord provided several pictures for this hearing but they were not helpful. It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

I will address the tenants claim and my findings as follows. The matter of the illegal rent increase was dealt with a previous hearing where the matter was dismissed without leave to reapply. The issue falls under res judicata and I need not make a finding. In the tenants own testimony she acknowledged and confirmed that she had not provided her forwarding address in writing as required by the Act. The tenant is not

entitled to the doubling provision as sought. The tenant is entitled to the return of her security deposit in the amount of \$225.00.

The tenant is also entitled to the recovery of her \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$275.00. I grant the tenant an order under section 67 for the balance due of \$275.00. 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: May 28, 2014

Residential Tenancy Branch

