



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant applied for double recovery of the security deposit. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, the landlord confirmed that she received the tenant's evidence. The landlord did not serve her late evidence on the tenant, and I therefore did not admit that evidence. Both parties were given full opportunity to give testimony and present their admissible evidence. I have reviewed all testimony and other admissible 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 monetary compensation as claimed?
Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on January 1, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300. The tenancy ended on September 30, 2013.

The tenant stated that she left the rental unit spotless and she did not damage anything. The tenant stated that the only items she left behind were a TV and a frying pan. The tenant stated that she returned to the rental unit on October 1, 2013 to pick up her TV, but the locks were changed. The tenant stated that she attempted several times to contact the landlord but the landlord would not answer the door or the phone. The

tenant stated that she left her forwarding address in writing in the landlord's mailbox on October 5, 2013. The tenant stated that she attended at the rental unit and picked up her frying pan; however, the landlord would not give the tenant the security deposit because she could not take the TV that day. The tenant has claimed for double recovery of her security deposit.

The landlord stated that she always replied to the tenant regarding the security deposit. The landlord stated that she offered to pay back the \$300 security deposit, but the tenant said the landlord had to pay \$600. The landlord stated that the tenant said she did not need the TV, but the landlord told her to take it. The landlord stated that the tenant damaged the drywall and the carpet was disgusting. The landlord stated that she never received the tenant's forwarding address in writing in her mailbox. The landlord has claimed \$600 for cleaning and repairs.

Analysis

Upon consideration of the evidence, I find as follows.

The tenant is only entitled to recovery of the base amount of her security deposit of \$300. The tenant did not provide sufficient evidence to establish that she did serve the landlord with her forwarding address in writing, and the landlord denied receiving the forwarding address in writing.

The landlord has failed to provide sufficient evidence to support her claim. There is no breakdown of the amount claimed; the landlord did not do a move-in condition inspection as required to establish the condition of the unit at the outset of the tenancy; there are no photographs showing the alleged damage or areas and items requiring cleaning; and there are no invoices for work done. The landlord's application is therefore dismissed.

As the landlord's claim was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

As the tenant's claim was partially successful, she is entitled to partial recovery of her filing fee, in the amount of \$25.

Conclusion

The application of the landlord is dismissed.

I grant the landlord an order under section 67 for the balance due of \$325. 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: July 10, 2014

Residential Tenancy Branch

