



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MNR MNSD MNDC FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant 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 landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in March 2008. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$550. The tenancy ended on April 30, 2014. The landlord returned the tenants' security deposit of \$550.

### *Tenant's Evidence*

The tenant's evidence was that on March 31, 2014 they gave the landlord written notice to end the tenancy on April 30, 2014, and the notice included their new mailing address. The tenant stated that on the last day of the tenancy the landlord was there and the landlord and tenant did a walk-through. The tenant stated that the landlord did not say or note anything at that time about damage to the unit. The tenant stated that on the 16<sup>th</sup> day after the tenancy ended he emailed the landlord to ask about the security deposit. When the tenant received the deposit from the landlord the cheque was dated May 14, 2014 but the envelope was post-marked May 17, 2014. The tenant submitted a copy of this envelope in his evidence. The tenant has applied for the doubled portion of the deposit, as per section 38 of the Act.

### *Landlord's Evidence*

The landlord's evidence was that at the end of the tenancy the rental unit had damaged walls and locks, filthy window sills, a broken screen door and kitchen tap, the yard had not been maintained, and the tenant failed to put security bars back on the window. The landlord stated that he was rushed to do the walk-through. The landlord stated that he "was willing to let it go" until the tenant applied for double recovery of the security deposit.

The landlord stated that a property management company dealt with the tenant until the last three or four months of the tenancy, and they did not give the landlord a copy of the move-in

condition inspection report. The landlord acknowledged that he did not understand the Act and he did not know what he was doing.

### Analysis

#### *Tenant's Application*

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenant provided his forwarding address in writing on March 31, 2014 and the tenancy ended on April 30, 2014. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. I therefore find that the tenant is entitled to the doubled portion of the security deposit, in the amount of \$550.

#### *Landlord's application*

I find that the landlord has not provided sufficient evidence to support his claim. The landlord did not provide photographs or other evidence of the damage to the unit. The tenant denied causing any damage or leaving the unit dirty. The landlord's claim is therefore dismissed.

#### *Filing Fees*

As the tenant's application was successful, he is entitled to recovery of the \$50 filing fee for the cost of his application.

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

### Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$600. 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: September 10, 2014

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Residential Tenancy Branch

