



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF, MNDC

### 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 also filed an application seeking the return of double the security deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is either party entitled to a monetary order as claimed?

### Background, Evidence and Analysis

This was a very contentious hearing. The relationship between the two parties is an acrimonious one that required me to caution both parties several times about their behaviour and outbursts during the hearing.

The tenancy began on July 1, 2013 and ended on May 30, 2014. The tenants were obligated to pay \$1100.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$550.00 security deposit. Condition inspection reports were not conducted.

I will first address the landlord's claims and my findings around each as follows.

**Landlords' First Claim** – The landlord is seeking \$150.00 for the replacement of a remote control. The tenant did not dispute this claim. Based on that acknowledgment I find that the landlord is entitled to \$150.00.

**Landlords Second Claim** – The landlord is seeking \$50.00 for the replacement of a parking pass. The landlord stated that the tenant used the assigned parking and did not return the pass.

The tenant stated that he was never given a pass. I accept the testimony of the landlord. The tenant acknowledged that he was able to park over the entire term of his tenancy so I find it improbable that he did not have a parking pass. In addition when I first asked the tenant if he returned the pass, he responded by saying yes then altering his response to that he never had one. Based on all of the above and on the balance of probabilities, I find that the landlord is entitled to \$50.00.

**Landlords Third Claim** - The landlord is seeking \$150.00 to repaint a wall. The landlord did not provide receipts for the painting or a condition inspection report to support their claim.

The tenant disputed this claim and stated that there wasn't any damage to the wall. 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.

**Landlords Fourth Claim** – The landlord is seeking \$200.00 for general suite cleaning and \$100.00 for carpet cleaning. The landlord provided photos to depict the condition of the unit. The landlord stated that she conducted the work herself over 8 hours at a cost of \$25.00 per hour.

The tenant stated that he cleaned the unit. The tenant did not agree with this claim.

The Residential Tenancy Policy Guidelines clearly addresses this issue and that a tenant is responsible for having the carpets cleaned at the end of the tenancy and to leave the unit in reasonably clean manner appropriate for re-renting. In the tenants own testimony he acknowledged that he did not have the carpets cleaned. In addition, the tenant was vague and contradictory to his own testimony when I asked what cleaning had been done. Based on the above and on the balance of probabilities I find that the landlord is entitled to \$300.00.

**Landlords Fifth Claim** – The landlord is seeking \$1100.00 for loss of revenue for the month of June 2014. The tenant stated that the landlord was able to rent the unit and did not suffer any loss. The landlord confirmed that they were able to rent the unit for June 1, 2014. As the landlord has not suffered any loss I hereby dismiss this portion of their application.

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

The landlord has been successful for a total claim of \$550.00.

I will now address the tenants claim and my findings as follows.

**Tenants Claim** – The tenant is seeking the return of double the security deposit. The tenant stated that he provided his forwarding address on April 29, 2014 when he gave the landlord notice that he would be moving out.

The landlord did not dispute that they received the tenants forwarding address in writing on April 29, 2013.

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

**(b) must pay the tenant double the amount of the security**

The landlord did not return the deposit or file for dispute resolution within 15 days as required and therefore the tenant is entitled to the return of double the deposit in the amount of \$1100.00.

The tenant is also entitled to the recovery of the \$50.00 filing fee for a total award of \$1150.00.

Applying Section 72 of the Act and “offsetting” the claims, I apply the landlords’ award of \$550.00 towards the tenants’ \$1150.00 award with a remaining balance of \$600.00 in favour of the tenant.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$600.00. 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: November 20, 2014

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Residential Tenancy Branch

