



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 tenants. Both landlords ("the landlord") and both tenants participated in the teleconference hearing held on two dates, July 18, 2014 and October 7, 2014.

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.

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?

Are the tenants entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 1, 2008, when the tenants took over a lease from the previous tenants. At that time, monthly rent was \$1100. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$550.

On November 3, 2008 the landlord and the tenant signed a new tenancy agreement commencing November 1, 2008, with monthly rent of \$1200.

The tenancy ended on April 30, 2012.

Landlord's Application

The landlord applied for monetary compensation of \$24,996.85 for repairs and cleaning costs incurred after the tenants vacated the rental unit.

The landlord submitted extensive documentary and photographic evidence to support their claim. In the hearing the landlord stated that when the tenants vacated, the rental unit was severely damaged and "quite disgusting." The landlord's evidence included a witness statement from JP detailing the poor condition of the rental unit and a cleaning bill for 22.5 hours of cleaning at \$30 per hour, for a total of \$675.

The tenants' response to the landlord's claim was that it was entirely without merit, as they did not wilfully damage or destroy anything in the unit; and moreover, the landlord had submitted fraudulent evidence. The tenants stated that the work the landlord did after the tenants vacated was renovations. The tenants called witnesses including JP and CB, the person who did the cleaning and billed the landlord for her work. In the hearing, JP stated that she did not write the letter that the landlord submitted, and she thinks she would know how to spell her own name. CB stated that she billed the landlord for 2.5 hours of cleaning, for a total of \$75.

The landlord's response to JP's testimony was that they spoke to JP and she said she would do a statement. The landlord's response to the CB's testimony was that the landlord asked CB how long it would have taken if CB had done the work that the landlord already did.

Tenants' Application

The tenants applied for monetary compensation of \$4650 for overpayment of rent and recovery of the security deposit.

The tenants stated that their rent increased from \$1100 to \$1200 without a proper notice of rent increase from the landlord. The tenants claimed recovery of their overpayment of rent. The tenants stated that the landlord never returned their security deposit. In their documentary evidence the tenants referred to a receipt in the amount of \$115.09 for a repair to a leaking frost-free hose bib; however, the tenants did not include that amount in their monetary order worksheet.

Analysis

Landlord's application

The landlord clearly submitted false or forged documents to support their claim, including a cleaning bill inflated from \$75 to \$675. In so doing, the landlord irreparably damaged their credibility in this matter. I find I cannot accept any of the landlord's claim, and it is therefore dismissed.

Tenants' Application

In November 2008 the tenants signed a new tenancy agreement indicating that monthly rent was \$1200. The landlord therefore was not required to give notice of a rent increase, and the tenants did not over-pay their rent.

The tenants did not include their security deposit or the amount for a hose bib, and it appeared that the monetary amount indicated on their application represented only the overpayment of rent and recovery of their filing fee. The tenants did not provide evidence that they gave the landlord their forwarding address in writing within one year of the end of the tenancy, and therefore the landlord may retain the deposit and the tenants' claim for the deposit is extinguished.

Filing Fees

As neither application was successful, the parties are not entitled to recovery of the filing fees for the cost of their respective applications.

Conclusion

The applications of the landlord and the tenant are dismissed.

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: October 22, 2014

Corrected: December 9, 2014

Residential Tenancy Branch

