



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties confirmed that they had exchanged all documentary evidence. I am satisfied that the tenant duly served the landlord of their claims in accordance with Section 89 of the Act.

At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The tenant gave the following testimony

The tenancy began on July 1, 2013 and ended on June 28, 2014. A condition inspection report was not conducted at move in. The tenants were obligated to pay \$750.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$375.00 security deposit. The tenant stated that the landlord gave him a piece of paper to sign at move out to state that the unit was fine. The tenant stated that after he signed it the landlord smiled at him. The tenant stated that he felt like “the landlord got me”. The tenant stated that the landlord had him sign a piece of paper forfeiting his deposit without his consent. The tenant stated that “he tricked me” by telling me to just sign it and not worry about what’s on it. The tenant stated that the landlord reassured him that

everything was fine and that the suite looked good. The tenant stated he left the unit very clean. The tenant stated that he sent the landlord his forwarding address by registered mail on July 27, 2014.

The landlord gave the following testimony:

The landlord stated that he received the tenants forwarding address on August 5, 2014 by registered mail. The landlord stated that the tenant left the unit dirty and messy that required him to incur costs. The landlord stated the unit needed to have many holes in the walls patched, sanded, primed and painted as well as cleaning and garbage removal. The landlord stated that he incurred costs of \$395.00; \$20.00 above the security deposit. The landlord stated that the tenant agreed to the costs and signed a document to acknowledge that agreement. The landlord stated that although a move in inspection wasn't done, one was completed at move out reflecting the work required and the tenants consent to forfeit his deposit.

Analysis

The landlord failed to conduct a move in condition inspection report as required in Section 23 of the Residential Tenancy Act as listed below.

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(4) The landlord must complete a condition inspection report in accordance with the regulations.

As stated in Section 23 of the Act; **the report must conform with section 20** of the Residential Tenancy Regulations as follows

20 (1) A condition inspection report completed under section 23 or 35 of the Act must contain the following information:

- (a) the correct legal names of the landlord, the tenant and, if applicable, the tenant's agent;
- (b) the address of the rental unit being inspected;
- (c) the date on which the tenant is entitled to possession of the rental unit;
- (d) the address for service of the landlord;
- (e) the date of the condition inspection;

(f) a statement of the state of repair and general condition of each room in the rental unit including, but not limited to, the following as applicable:

- (i) entry;
- (ii) living rooms;
- (iii) kitchen;
- (iv) dining room or eating area;
- (v) stairs;
- (vi) halls;
- (vii) bathrooms;
- (viii) bedrooms;
- (ix) storage;
- (x) basement or crawl space;
- (xi) other rooms;
- (xii) exterior, including balcony, patio and yard;
- (xiii) garage or parking area;

(g) a statement of the state of repair and general condition of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant as part of the tenancy agreement;

(h) any other items which the landlord and tenant agree should be included;

(i) a statement identifying any damage or items in need of maintenance or repair;

(j) appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents, and any additional comments;

(k) the following statement, to be completed by the tenant:

I,

Tenant's name

[] agree that this report fairly represents the condition of the rental unit.

[] do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

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.....
.....

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.....
.....

(l) a space for the signature of both the landlord and tenant.

(2) In addition to the information referred to in subsection (1), a condition inspection report completed under section 35 of the Act *[condition inspection: end of tenancy]* must contain the following items in a manner that makes them clearly distinguishable from other information in the report:

(a) a statement itemizing any damage to the rental unit or residential property for which the tenant is responsible;

(b) if agreed upon by the landlord and tenant,

(i) the amount to be deducted from the tenant's security deposit or pet damage deposit,

(ii) the tenant's signature indicating agreement with the deduction, and

(iii) the date on which the tenant signed.

The document referred to by the landlord as his move out condition inspection report was hastily written on a piece of paper lacking almost all of the needed information as required. In addition, the landlord has listed work to be done, but no estimates of costs were noted leaving the form blank; this is clearly not in accordance as outlined above.

I am satisfied that the tenant has proven his claim and that he is entitled to the return of double the security deposit $\$375.00 \times 2 = \750.00 .

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

The landlord referred to damages and costs he incurred as a result of the subject tenant. The landlord is at liberty to file an application for dispute resolution if he is unable to resolve any outstanding issues with the tenant.

Conclusion

The tenant has established a claim for \$800.00. I grant the tenant an order under section 67 for the balance due of \$800.00. 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: March 23, 2015

Residential Tenancy Branch

