



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RDG Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord's application: MND, MNDC, MNR, MNSD, FF

Tenant's application: MNSD

Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The landlord applied for a monetary award and for an order to retain the tenant's security and pet deposits in partial satisfaction of the monetary claim. The tenant applied for the return of his deposits. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing. The landlord submitted documentary evidence in support of his claim. The tenant was provided with copies of the evidence in advance of the hearing. The tenant did not submit any documentary evidence in support of his claim.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain all or part of the deposits?

Is the tenant entitled to the return of his security deposit and pet deposit?

Background and Evidence

The rental unit is a house in Richmond. The tenancy began on July 1, 2013 for a one year fixed term, with rent in the amount of \$2,000.00 payable on the first of each month. The tenant paid a \$1,000.00 security deposit and a \$1,000.00 pet deposit on June 22, 2013. The tenancy agreement required the tenant to move out on June 30, 2014 at the end of the fixed term.

Before the end of the fixed term the landlord notified the tenant that he must move out at the end of the term. The landlord testified that the tenant requested a two month

extension, but his request was refused because the tenant and his dogs had caused damage to the rental property. The landlord's representative testified that he tried to arrange a move out inspection with the tenant at the end of the tenancy, but the tenant never arranged a time and told the landlord's representative that he would move out on the last day. The landlord's representative testified that the tenant moved out without contacting the landlord. The landlord's representative telephoned the tenant on July 2, 2014 and the tenant told him that he had already moved out and he told the landlord's representative to keep the deposits for the damage to the rental property.

The landlord's representative testified that he visited the rental unit on July 2, 2014 and discovered that all the locks had been removed, including the front door, back door, kitchen and doors to all interior rooms. There was garbage throughout the house, two broken fish tanks, broken furniture and broken glasses and boxes in the yard. The door and door frame had been kicked in.

The tenant did not provide a forwarding address. When the landlord received a letter from the tenant dated December 15, 2014, the landlord's representative immediately filed an application for dispute resolution to make a claim for the cost of repairs and unpaid utilities. In the landlord's application filed on December 17, 2014, he claimed payment of the sum of \$4,114.45. In a later monetary order worksheet dated July 15, 2015 the landlord reduced the claim to the following amounts:

• Utility bill from City Jul 1, 2013 – Sep 30, 2013:	\$268.39
• Utility bill from City Oct 1, 2013 – Dec 31, 2013:	\$295.60
• Utility bill from City Jan 1, 2014 – Mar 31, 2104:	\$228.63
• Utility bill from City Apr 1, 2014 – Jun 30, 2014:	\$259.69
• Construction Company, repair bill:	\$1,025.00
• Invoice for cleaning house:	\$200.00
• Remove garbage and take to dump:	\$400.00
• House repairs to fix damage caused by tenant:	\$1,160.00
Total:	\$3,837.31

The landlord submitted invoices for each of the claimed items. The landlord's representative pointed out that the amounts claimed for repairs did not include all the work that was performed. There were numerous other items not claimed, including work to repair the deck and drywall repairs and repainting of the entire interior of the house.

The tenant filed an application on July 20, 2015 to claim the return of his deposits. He testified at the hearing that the landlord's representative failed to meet with him to perform an inspection of the rental unit. He said that he arranged to meet with the landlord's representative and said there was to be an inspection on May 18, 2014, but the landlord's representative failed to attend. The tenant also complained that the landlord was claiming amounts for the renovation of the house as opposed to the repair of damage. He denied that he ever told the landlord's representative to keep his deposits.

The landlord's representative acknowledged that he met with the tenant when the tenant asked to extend the tenancy for an additional two months. He said that he did not agree to conduct an inspection in May because the tenant had not yet moved out and the inspection was premature. The landlord's representative submitted that the amounts claimed were only for repairs and cleanup. He referred to the invoices and noted the items that had been excluded from the landlord's claim.

Analysis

The landlord submitted photographs of the rental property that confirmed the evidence of damage. The tenant did not submit any documents or photographs to contradict the landlord's claims. I note that the landlord has excluded from his claim charges for work that was performed that could be characterized as renovation, such as rebuilding the back steps and refurbishing the back deck. The landlord also did not charge for matters that could be considered to have resulted from ordinary wear and tear, such as drywall repairs and re-painting the interior of the rental unit. Based on the photo[graphs], the supplied invoices and the testimony of the landlord's representative as to the condition of the rental unit at the end of the tenancy, I find that the landlord's claims for repairs are legitimate and reasonable. I allow the landlord's claims for repairs, cleaning and unpaid utilities in the amounts stated.

The tenant contended that the landlord has extinguished his right to claim the tenant's deposits because he failed to participate in a scheduled move out inspection. I do not accept the tenant's testimony on this point. There is no documentation to support the tenant's evidence and the supposed inspection was, according to the tenant, supposed to be held several months before the tenant actually moved out; this would not have fulfilled the requirements for a move-out inspection. The landlord's representative tried to contact the tenant to perform a condition inspection at the end of the tenancy, but the tenant was not available. The landlord did not learn of the tenant's forwarding address until he received a letter from the tenant dated December 15, 2014. I find that the landlord's right to claim against the deposits was not extinguished and the landlord

made an application to claim the deposits within 15 days of discovering the tenant's forwarding address. The tenant's application for the return of the security deposit and pet deposit is therefore dismissed without leave to reapply.

Conclusion

I have allowed the landlord's claim in the amount of \$3,837.31. The landlord is entitled to recover the \$50.00 filing fee for his application for a total award of \$3,887.31. I order that the landlord retain the security deposit and pet deposit totalling \$2,000.00 in partial satisfaction of this claim and I grant the landlord an order under section 67 for the balance of \$1,887.31. This order may be registered 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 29, 2015

Residential Tenancy Branch

