



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants have filed an application seeking the return of double the deposit. Both parties confirmed that they received each other's Notice of Hearing letter, Application for Dispute Resolution and evidence. I am satisfied that the parties have exchanged said documents in accordance with the service provisions of the Act and the Rules of Procedure. Both parties gave affirmed evidence.

### Issue to be Decided

Is either party entitled to a monetary order as claimed?

### Background, Evidence

The tenants' testimony is as follows. The tenancy began on November 1, 2013 and ended on April 30, 2015. The tenants were obligated to pay \$1550.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$750.00 security deposit. Condition inspection reports were not conducted at move in or move out.

The tenant stated that since he didn't receive the return of his security deposit by May 15, 2015 he feels he is entitled to the return of double the deposit. The tenant stated that he gave the landlord his forwarding address on May 28, 2015. The tenant stated that the landlord made him purchase two extra fobs at a cost of \$100.00 and seeks to be reimbursed for that. The tenant stated that he acknowledges that he takes responsibility for the damaged door and missing drain stopper. The tenant denies damaging the walls or the blinds. The tenant stated that he denies limiting any access to the landlord to show the suite to potential renters.

The tenant is applying for the following

1.	Return of double the security deposit	\$1,500.00
2.	Fob costs	\$100.00
3.	Filing Fee	\$50.00
4.		
5.		
6.		
	<b>Total</b>	<b>\$1650.00</b>

The landlords' testimony is as follows. The landlord stated that the tenant caused damage to a bedroom door, damage to the walls that required touch up painting, damaged two vertical blinds, had to replace one halogen bulb, and had to replace a drain stopper. The landlord stated that the tenant restricted access by not allowing him to show potential renters the suite during his last month of tenancy. The landlord stated that because of the restriction they lost a month of revenue and seeks to recover that amount. The landlord stated that the tenant was given two fobs at move in. The landlord stated that the extra fobs have nothing to do with him and that the tenant needs to address that with the concierge at the building.

The landlord is applying for the following

1.	Loss of Revenue	\$1,500.00
2.	Touch up walls and matching the paint	\$65.00
3.	Replace bathroom door	\$95.00
4.	Repair two blinds	\$65.00
5.	Replace drain stopper	\$8.00
6.	Replace halogen bulb	\$15.00
7.	Filing Fee	\$50.00
	<b>Total</b>	<b>\$1798.00</b>

### Analysis

I address the landlords' claims and my findings as follows.

#### 1. Loss of Revenue - \$1500.00.

The landlord did not provide any documentation to support this claim. The tenant disputed that access was restricted. Based on the insufficient evidence before me I dismiss this portion of the landlords claim.

2. Touch up walls and matching the paint - \$65.00

The tenant disputes this claim. Both parties agreed that condition inspection reports were not conducted at move in or move out. 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.

3. Replace bathroom door - \$95.00

The tenant accepts responsibility for this claim. Based on the tenants' agreement I find that the landlord is entitled to \$95.00.

4. Repair two blinds - \$65.00.

The tenant stated that he adamantly disputes this claim. 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.

5. Replace Drain Stopper - \$8.00

The tenant accepts responsibility for this claim. Based on the tenants' agreement I find that the landlord is entitled to \$8.00.

6. Replace Halogen Bulb - \$15.00

The tenant disputes this claim. 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.

The landlord has been partially successful in his claim and has been awarded a total of \$103.00.

I address the tenant's claim and my findings as follows.

1. Return of double the security deposit - \$1500.00.

The tenant is seeking the return of double the security deposit. The tenant gave testimony that he provided his forwarding address in writing on May 28, 2015. The landlord filed an application on June 8, 2015 seeking to retain the deposit.

Section 38 of the Act addresses this issue as follows

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.

As the landlord has filed his application within 15 days of receiving the tenants' application, the doubling provision is not available to the tenant. I will address the awarding of the deposit at the end of this decision.

2. Fob fees - \$100.00.

The landlord stated that the tenant paid the \$100.00 to the concierge and that he has nothing to do with the extra fobs the tenant purchased. The landlord stated that if the tenant returns the fobs to the concierge he will get his money back. The tenant did not dispute the landlords' testimony. In addition, the tenant did not have any supporting documentation that he paid the \$100.00 to the landlord. Based on the insufficient evidence before me I dismiss this portion of the tenants claim.

As both parties have been partially successful in their application, by using the “offsetting” provision of Section 72 of the Act, I decline to award either party the recovery of the filing fee and each must bear that cost.

I further find that the landlord is entitled to retain \$103.00 from the \$750.00 security deposit leaving a balance of \$647.00 payable to the tenant.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$647.00. 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 13, 2015

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Residential Tenancy Branch

