



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Entre Nous Femmes Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD

Introduction

The Tenant is applying for double the amount of the security deposit.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlord was served with the Notice of Hearing documents at the Landlord's place of business and with the Tenant's documentary evidence by mail sent on April 1, 2015. It was also determined that the Landlord served the Tenant with its documentary evidence, by registered mail.

Issue to be Decided

Is the Tenant entitled to a monetary award pursuant to the provisions of Section 38(6) of the Act?

Background and Evidence

This tenancy began on March 26, 2010. The Tenant paid a security deposit in the amount of \$441.00 at the beginning of the tenancy. A Condition Inspection Report was completed by both parties, at the beginning of the tenancy on March 26, 2010, and at the end of the tenancy on May 28, 2015. A copy of the Report was provided in evidence by both parties.

The Tenant gave the following testimony:

The Tenant stated that she owed \$274.00 in unpaid rent at the end of the tenancy, which she agreed the Landlord could retain from the security deposit. She stated that she had agreed to do the Condition Inspection at 2:00 p.m. on May 28, 2015, but that she was late finishing the cleaning. The Tenant testified that the Landlord's agent would not consider postponing the inspection even though she had paid rent to the end of the month. The Tenant stated that instead the Landlord's agent agreed that the Tenant could have an extra hour to finish cleaning. The Tenant acknowledged that she signed the Condition Inspection Report, but stated that the

Landlord did not give her a copy until she was mailed a copy after she called the office on May 30, 2015. The Tenant is not disputing that additional cleaning was required, but stated that she was not given time to complete it and that the locks were changed on May 28, 2015.

The Tenant testified that the Condition Inspection Report had been "falsified" because some of the notations on the Condition Inspection Report were added by the Landlord's agent after it had been signed by the parties. She disputed that she had agreed to deductions from her security deposit for cleaning or removal of some items she left behind. The Tenant stated that she had arranged for a friend to pick up a carpet.

The Landlord's agent RAB gave the following testimony:

RAB stated that the Landlord is a housing society that provides support and affordable housing to single parent families.

RAB denied altering the Condition Inspection Report after the parties signed it. RAB stated that the Tenant agreed that the Landlord could apply \$100.00 of the security deposit for cleaning and \$75.00 for removal of the sectional couch. She stated that the damages left by the Tenant far exceeded the amount of the security deposit.

RAB testified that, contrary to the Tenant's testimony, the Tenant did not request more time to complete the cleaning. RAB stated that if the Tenant had requested more time, she would have postponed the inspection because the Tenant was entitled to occupy the rental unit until May 31, 2015. She stated that the Tenant did not seek more time to clean and that she signed the Condition Inspection Report willingly and without apparent reservations.

RAB stated that on May 30, 2015, she mailed the Tenant the original copy of the Condition Inspection Report along with a final breakdown of charges. She testified that the Tenant told her that she did not receive the documents, so RAB e-mailed another copy to the Tenant on June 12, 2015.

Analysis

This is the Tenant's Application and therefore the onus is on the Tenant to prove her claim against the Landlords, on the balance of probabilities. When the parties' testimony is at odds, in the absence of other substantive independent evidence the burden of proof is not met.

A Condition Inspection Report is completed at the end of a tenancy, when the Tenant has moved out. It is not uncommon for the inspection to take place a few days early, or even the day after the Tenant moves out.

I find that the Tenant's testimony lacked veracity. During the Hearing, she gave affirmed testimony that she called the Landlord's office on May 30, 2015, enquiring about the security deposit; however she gave different testimony in her documentary evidence. She writes that she phoned the Landlord on June 11, 2015, enquiring about the security deposit and that she received a copy of the Condition Inspection Report and cost breakdown on June 15, 2015. She also writes that she called the Landlord on June 11, 2015, enquiring about the security deposit, and that she spoke to RAB on June 12, 2015, but that "I still received nothing".

I find that RAB's testimony was clear, concise and consistent. I accept her testimony that she mailed the Condition Inspection Report to the Tenant on May 30, 2015, and that she e-mailed another copy to the Tenant on June 12, 2015, after the Tenant advised her that she had not received the mailed copy.

The copy of the Condition Inspection Report provided by both parties was signed by both parties, including the portion of the Report where the Tenant agrees to deductions from the security deposit. I find that the Tenant has provided insufficient evidence that the Condition Inspection Report was altered after she signed it.

Therefore, I dismiss the Tenant's Application.

Conclusion

The Tenant's Application is dismissed **without leave to reapply**.

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: December 15, 2015

Residential Tenancy Branch

