



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNSD MNDC RPP FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant participated in the teleconference hearing.

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. Both parties were given full opportunity to give testimony and present their 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?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on February 1, 2014. Rent in the amount of \$2,500.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1,250.00. The tenancy ended on May 31, 2015.

### *Tenant's Claim*

The tenant provided evidence that he emailed the landlord his forwarding address on June 3, 2015 and the landlord responded to the email. The landlord did not return any portion of the security deposit. The tenant made his application for double recovery of his security deposit, in the amount of \$2,500.00. The tenant also applied for recovery of a cosmetics box that they missed when they moved out and which the landlord has not yet returned. The tenant did not provide an estimated value for the cosmetics box.

The landlord's response to the tenant's application was that she contacted the RTB and was told that email was not an acceptable method of providing a forwarding address in writing, and therefore the tenant has not met the requirement of providing his forwarding address in writing. The landlord did not provide information regarding when she contacted the RTB about this issue. The landlord confirmed that she received and responded to the tenant's email with his forwarding address. The landlord stated that she did not inform the tenant that email would not be adequate, because that was not her responsibility. The landlord stated that she knew nothing about the cosmetics box.

I note that the forwarding address in the tenant's email is the same as the address for service provided in the tenant's application, which was made on June 22, 2015.

#### *Landlord's Claim*

On November 9, 2015 the landlord filed her application for monetary compensation and an order to keep the security deposit in partial compensation of her claim. The landlord claimed compensation as follows:

1. \$275.00 for cleaning service;
2. \$205.80 for carpet cleaning;
3. \$55.83 for replacement light bulbs;
4. \$292.49 for a missing chandelier;
5. \$15.56 for an electrical outlet;
6. \$336.00 for installation of a fixture and outlet;
7. \$664.70 for two days of hotel accommodation; and
8. \$168.00 for closet repair.

The landlord stated that when her in-laws attended the rental unit to pick up the keys, they said that the rental unit was not in good condition. The landlord stated that the tenant told her he had accidentally packed the chandelier. The landlord later stated that her agent told her that the tenant gave the agent the chandelier in a broken condition and left no instructions about it. The landlord submitted receipts and photographs of some dirty areas of the rental unit and burnt-out light bulbs. I note that the landlord did not submit copies of move-in or move-out condition inspection reports, or a copy of a notice of final opportunity to schedule a move-out inspection.

The tenant stated that he cleaned the rental unit but did not steam-clean the carpets. The tenant stated that the landlord's in-laws inspected the unit on May 31, 2015 and said it was fine. The tenant stated that when he moved in, the chandelier was not

attached to the ceiling, and as he did not intend to use it, he brought it to the landlord's agent's office.

### Analysis

#### *Tenant's Claim*

When a landlord fails to properly complete a condition inspection report, the landlord's claim against the security deposit for damage to the property is extinguished. There is insufficient evidence in this case that the landlord carried out move-in or move-out inspections or completed condition inspection reports. The landlord therefore lost her right to claim the security deposit for damage to the property.

The landlord was therefore required to return the security deposit to the tenant within 15 days of the later of the two of the tenancy ending and having received the tenant's forwarding address in writing.

The landlord has submitted that the tenant failed to provide a forwarding address "in writing" because it was sent by email. I find that the tenant did in this case provide a forwarding address in writing, as it is clear that the landlord received it. Furthermore, the tenant provided the same address as his address for service on his application for return of the security deposit. I find that at the very latest the landlord received confirmation of the tenant's forwarding address in writing at the end of June 2015, when she received the tenant's application.

Because the landlord's right to claim against the security deposit for damage to the property was extinguished, and she failed to return the tenant's security deposit within 15 days of having received his forwarding address, section 38 of the Act requires that the landlord pay the tenant double the amount of the deposit, in the amount of \$2,500.00.

Because the tenant did not provide a value for the cosmetics box and the landlord stated that she has no knowledge of the box, I find I can make no order regarding the cosmetics box.

### *Landlord's Application*

I accept the landlord's claims for cleaning, carpet cleaning and the cost to replace burnt-out light bulbs, in the amount of \$536.63. The landlord's testimony and photographs support this portion of her claim, and the tenant acknowledged that he did not have the carpets steam cleaned.

The remainder of the landlord's claim is insupportable, as she did not provide evidence of a move-in inspection report that established the condition of the unit at the outset. I cannot determine if the chandelier was installed or not and in working condition or not; nor can I make any determinations regarding the electrical outlet and closet. The landlord did not provide sufficient evidence to establish that it was necessary to pay for her new tenants to stay in a hotel for two nights while cleaning and carpet cleaning were done. Nor did the landlord provide sufficient evidence that she took reasonable steps to mitigate this cost. These portions of the landlord's claim are therefore dismissed.

### *Filing Fees*

As the tenant's application was successful, he is entitled to recovery of the \$50.00 filing fee for the cost of his application.

As the landlord's application was partly successful, they are entitled to recovery of the \$50.00 filing fee for the cost of her application.

### Conclusion

The tenant is entitled to \$2,550.00. The landlord is entitled to \$586.63. I grant the tenant an order under section 67 for the balance due of \$1963.37. 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: December 18, 2015

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Residential Tenancy Branch

