



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The tenant applied for the return of her security deposit. The landlord applied for a monetary award and an order to retain the security deposit in partial satisfaction of the monetary award. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing. The tenant was represented at the hearing by her boyfriend.

### Issue(s) to be Decided

Is the tenant entitled to the return of all or part of her security deposit?

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

Is the landlord entitled to retain all or part of the tenant's security deposit?

### Background and Evidence

The rental unit is a strata title apartment in Burnaby. I was not provided with a copy of a tenancy agreement. The monthly rent was \$1,350.00 and the tenant paid a combine security and pet deposit of \$1,350.00 at the start of the tenancy. The tenancy ended on June 30, 2015. The tenant moved out some time before that date and her boyfriend arranged to move her belongings from the rental unit. The landlord did not provide a copy of a move-in condition inspection report, or of a move-out inspection report.

The tenant applied on June 26, 2015 to claim the return of her deposit. The landlord said that he did not receive the application until three weeks after it was scheduled. He

said that it was sent to his rental address, not to his residence. The landlord also said the tenant did not provide him with a forwarding address.

In the landlord's application, filed on August 4, 2015 the claimed the following amounts:

• Cleaning:	\$425.25
• Painting:	\$787.50
• Toilet seat, bulbs:	\$109.82
• Damage, kitchen, bathroom cabinets:	\$1,677.43
• Damage, 2 pairs of blinds:	\$300.00
• Damage carpet:	\$1,000.00
• Damage on the fridge:	\$700.00
Total:	\$5,000.00

The landlord submitted photographs of the interior of the rental unit, said to depict damage caused by the tenants and cleaning required. The landlord submitted an invoice for cleaning services in the amount of \$425.25, a receipt for purchase of lightbulbs and a toilet seat in the amount of \$109.82 and a quotation for dry wall repair and painting in the amount of \$787.50. The landlord said that the rental unit was brand new and undamaged when the tenancy started and therefore his did not complete any condition inspections.

The tenant disputed the landlord's claims. The tenant denied that the unit was brand new at the start of the tenancy. The tenant's representative said that the landlord was threatening and abusive in his dealings with him and with the tenant. According to the tenant, the landlord and the tenant agreed that the tenant would be responsible for certain damage and cleaning. The tenant submitted her own statement of the amounts she has agreed were her responsibility. She stated in her submission that she was responsible for costs in the total amount of \$580.25, consisting of:

• Cleaning:	\$425.00
• Painting:	\$50.00
• Seat toilet, bulbs:	\$60.00
• Kitchen and bathroom:	\$25.00

The tenant denied any responsibility for carpet damage or fridge damage. The tenant said that these items were not damaged by her and any damage to those items pre-dated the tenancy. With respect to damage to cabinetry and painting and drywall

repairs, the tenant said these claims were inflated. The tenant noted that the landlord's pictures showed that the glue bonding the wood surface on a cabinet had separated and simply needed to be re-glued.

### Analysis

The landlord has the burden of proving that the tenant caused damage to the rental unit and of proving the measure of that damage. The landlord did not provide condition inspection reports to document the condition of the rental unit when the tenancy began or when the tenant moved out. The landlord said the rental unit was in new condition at the start of the tenancy; the tenant did not agree with that statement. The landlord's oral testimony as to the condition of the rental unit, does not displace his ordinary obligation to conduct a move-in and move-out inspection and to submit copies as evidence to support his position as to the state of the unit at move-in. The landlord has not provided any documents to support claims for the cost to replace or repair blinds, carpet, or cabinetry. The landlord has provided only a quote for painting and I am unable, on the evidence provided, to determine that the paint defects shown in the landlord's pictures are the responsibility of the tenant. The tenant has accepted responsibility for certain items, including the landlord's cleaning costs, a small amount for painting and cabinet repairs and well as an amount for the toilet seat and bulbs.

Based on the supplied evidence, including the admissions of the tenant I find that the landlord is entitled to recover the sum of \$425.25 for cleaning costs. The tenant acknowledged responsibility for the toilet seat and bulbs; I award the landlord his actual costs for these items in the amount of \$109.82. In the absence of any condition inspection reports, I allow the landlord's claim for painting in the amount of \$50.00 and for kitchen and bathroom cabinets in the amount of \$25.00 as agreed by the tenant.

All other claims by the landlord are dismissed without leave to reapply. The total award to the landlord is the sum of \$610.07. The landlord is entitled to recover the \$50.00 filing fee for his application, for a total award of \$660.07 and I order that the landlord retain the said sum from the security deposit that he holds. The remaining balance of the deposit is the sum of \$689.93.

The tenant applied for the return of her deposit on June 26, 2015. She did not submit any documentary evidence to show that she provided the landlord with her forwarding address before making her application. The provision of a forwarding address triggers the landlord's obligation to either claim the deposit or to return it. In the absence of evidence that she gave the landlord her forwarding address in writing, I find that the tenant is entitled to the return of the balance of her security deposit in the amount of

\$689.93, but not to an award of double the deposit amount, nor to the recovery of her filing fee for her application.

Conclusion

The landlord has been awarded the sum of \$610.07 to be retained from the tenant's security deposit in full and final satisfaction of all his claims in this proceeding. I grant the tenant an order under section 67 in the amount of \$689.93, being the balance of her deposit after deduction of the award to the landlord. 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: January 05, 2016

---

Residential Tenancy Branch

