



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD*

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning and repairs. The tenant applied for the return of double the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of cleaning and repairs? Is the tenant entitled to the return of double the security deposit?

### **Background and Evidence**

The tenancy started on September 13, 2016 for a fixed term of one year and ended on February 28, 2017. The monthly rent was \$4,400.00 payable on the 13th of each month. Prior to moving in the tenant paid a security deposit of \$2,500.00.

The landlord received the forwarding address of the tenant on March 13, 2017 and made this application on that same day. The landlord testified that the tenant had not cleaned the unit and filed photographs to support his testimony. The landlord also stated that the flooring was scratched and the toilet was damaged.

The tenant testified that he had had the unit cleaned professionally and denied having caused any damage to the flooring and toilet. The tenant stated that the marks on the flooring were there from the start of tenancy.

The tenant agreed that he had not returned a fob to the landlord and that the landlord had moved some of his items to his new address.

The landlord stated that he had carried out both move in and move out inspections in the presence of the tenant but did not create reports. He stated that he took photographs at the start of tenancy but agreed that he did not file them into evidence.

The landlord has applied for the following:

1.	Cleaning - 2 days	\$170.00
2.	Cleaning - day 3	\$165.70
3.	Movers	\$115.00
4.	Plumbing damage in guest washroom	\$225.75
5.	Drywall/tile in guest washroom	\$240.00
6.	Flooring	\$1,365.00
7.	Unreturned fob	\$70.00
8.	Landlord's time to manage rental	\$500.00
	Total	<b>\$2,851.45</b>

## **Analysis**

### Landlord's application:

1. Cleaning – 2 days 170.00
2. Cleaning – day 3 - \$165.70

The tenant testified that he had had the rental unit professionally cleaned. The landlord filed electronic evidence to demonstrate the condition of unit. Upon reviewing the photographs, I find that the rental unit appeared clean and the missed spots are minimal. The tenant agreed to pay \$170.00 towards cleaning. Based on the above, I award the landlord his claim of \$170.00 and dismiss his claim for the third day of cleaning in the amount of \$165.70.

3. Movers - \$115.00

The tenant agreed that the landlord moved some of his items from the rental unit to his new address. The tenant stated that there was no prior arrangement to pay the landlord for the move but he agreed to honor the landlord's claim of \$115.00.

4. Plumbing damage in guest washroom - \$225.75
5. Drywall/tile in guest washroom - \$240.00

The landlord filed photographs of damage that was located under the toilet bowl. The tenant denied having caused this damage. The landlord stated that it was probably caused by someone jumping on the toilet bowl.

Based on the photographs of the damage and on a balance of probabilities, I find that it is not likely that the damage was a result of neglect or deliberate misuse of the toilet on the part of the tenant. The damage is to a portion of the wall under the toilet bowl which is in a location that is difficult to access.

Based on the photographs and the testimony of both parties, I find that the landlord has not proven that this damage was caused by the tenant. The landlord also confirmed that the unit is 9 years old and it is possible that the damage was a result of wear and tear and deterioration caused by the passage of time.

Based on the above, I dismiss the landlord's claim for the cost of fixing the plumbing and the other damage to the wall and tile in the guest washroom.

6. Flooring - \$1,365.00

The landlord filed photographs that show some dents and scratches to the wooden flooring. The tenant stated that some of this was present at the start of tenancy. In the absence of photographs or a move in inspection report, I am unable to determine whether the dents and scratches were present at the start of tenancy. The landlord has filed a quotation in the amount of \$1,350.00. The landlord also stated that the flooring is 9 years old.

Based on the above, I find that the landlord has not proven his claim for repairs of the flooring. He has filed a copy of a quotation and not proof of payment of this amount. In addition he has not proven that the dents and scratches were a result of the actions of the tenant and were not present at the start of tenancy. Accordingly, the landlord's claim is dismissed.

7. Unreturned fob - \$70.00

The tenant agreed to cover the cost of the unreturned fob.

8. Landlord's time to manage rental - \$500.00

The landlord withdrew this portion of his claim.

Overall the landlord has established a claim as follows:

1.	Cleaning - 2 days	\$170.00
2.	Cleaning - day 3	\$0.00
3.	Movers	\$115.00
4.	Plumbing damage in guest washroom	\$0.00
5.	Drywall/tile in guest washroom	\$0.00
6.	Flooring	\$0.00
7.	Unreturned fob	\$70.00
8.	Landlord's time to manage rental	\$0.00
	<b>Total</b>	<b>\$355.00</b>

Tenant's application:

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the security deposit.

Based on the testimony of both parties and the documents filed into evidence, I note that the tenant provided his forwarding address in writing to the landlord on March 13, 2017. The landlord filed his application on March 13, 2017 which is within the legislated time frame of 15 days.

Therefore the tenant is not entitled to the return of double the security deposit but is entitled to the return of the base amount of \$2,500.00.

Overall the landlord has established a claim of \$355.00 as outlined in the above table and the tenant has established a claim in the amount of the base deposit of \$2,500.00.

I order that the landlord retain \$355.00 in full satisfaction of his claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,145.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the tenant a monetary order in the amount of **\$2,145.00**.

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: August 10, 2017

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Residential Tenancy Branch