



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RICKFORD MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on June 25, 2014. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation and if so how much?
3. Is the Landlord entitled to retain the Tenants' security deposit?

Background and Evidence

This tenancy started in April, 2014 as a month to month tenancy. Rent was \$860.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$430.00 in advance of the tenancy. This tenancy ended in June, 2014.

The Landlord said he completed a move in and a move out condition inspection report, but he did not submit the reports with his evidence package. The Landlord said he did not know that the reports were needed for his application. The Landlord said his total damage claim is \$431.12. His claim includes \$241.12 for a patio door replacement, \$40.00 for his labour for cleaning, \$100.00 for carpet cleaning and to recover the filing fee of \$50.00. The Landlord said he provided receipt for the work completed.

Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

Further section 24 of the Act says that if a landlord does not do a move in condition inspection as required by the regulation then the landlord's claim on the tenant's security deposit is extinguished.

The Landlord said he did not know to send in the condition inspection reports so he didn't send the reports in with his evidence package. In the absence of the condition inspection reports, I find that the Landlord is unable to establish the condition of the rental unit at the start of the tenancy and the end of the tenancy therefore; I find that the Landlord has not established proof that the Tenants damaged the rental unit.

Consequently, I dismiss the Landlord's application for damages to the unit, site or property without leave to reapply.

Further as the Landlord's right to claim against the Tenants' security deposit is extinguished, I dismiss the Landlord's request to retain the Tenants' security deposit.

As well, as the Landlord was not successful in this matter I dismiss his application to recover the filing fee of \$50.00 from the Tenants.

Conclusion

The Landlord'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: October 22, 2014

