

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, to keep all or part of the security deposit and the recovery of the filing fee.

Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit?

Is the Landlord entitled to keep all or part of the security deposit?

Background and Evidence

This tenancy began on June 1, 2006 on a fixed term until November 30, 2006, thereafter on a month to month term. A security deposit of \$512.50 was made on May 3, 2006.

The Landlord has made a claim for \$543.50. It consists of \$95.00 for carpet cleaning, \$120.00 for cleaning the rental unit, \$202.50 for painting the rental unit and a \$126.00 fee for furniture removal. The Landlord has offered as evidence a security deposit refund form filled out with the deductions listed. The Tenant did not participate in the move-out condition inspection report. The condition inspection report on move-in shows in section "w" titled, Repairs to be completed at start of tenancy (list repairs). The Tenant claims that this is a list of items that the Landlord would address, but did not. The Landlord confirms this list, but cannot comment on whether the listed items were carried out. The Tenant states that he did leave the rental unit and that it probably did need cleaning. He also states that the carpets were to be replaced and full painting needed as indicated on the move-in report, but were not done. The Tenant disagrees

with the Landlord that there was leftover furniture in the rental unit. The Landlord cannot confirm or deny this, but that the \$126.00 fee charged for furniture removal is what is normally charged. The Landlord states that he does not have any invoices, work orders or receipts for any of the work being claimed.

Analysis

I find that the Landlord has failed in his claim for damages for lack of evidence, except for the cleaning costs at \$100.00 for labour and \$20.00 for cleaning materials due to the Tenant admitting that the rental unit required cleaning. The Landlord is entitled to recovery of the \$50.00 filing fee for being successful in his application. I order that the Landlord retain \$170.00 in partial satisfaction of the claim from the \$529.77 security deposit and accrued interest to the date of this hearing (\$512.50+\$17.27=\$529.77). The Landlord is to return the \$459.77 balance from the security deposit to the Tenant.

Conclusion

The Landlord is to retain \$170.00 from the security deposit and return \$459.77 to the Tenant.

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: November 04, 2010.

Dispute Resolution Officer