

## **DECISION**

**Dispute Codes:** MND and FF

### **Introduction**

This application was brought by the landlord on November 12, 2010 seeking a Monetary Order for damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed..

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order based on whether damages are proven, attributable to the tenant, the monetary claim is proven and reasonable and whether the landlord acted reasonable to minimize her losses.

### **Background, Evidence and Analysis**

This tenancy began on December 15, 2008 and ended on May 30, 2010. Rent was \$1,400 per month and the landlord held a security deposit of \$700.

During the hearing, the landlord gave evidence that she had not received the tenant's forwarding address until October 30, 2010 when it was sent to her by registered mail. The tenant stated that she had written to the landlord twice previously and, in fact, her letter sent by registered mail makes reference two previous letters.

The parties concurred that there had been no move-in or move out condition inspection reports completed and the tenant gave evidence that she had received the key to the rental unit from the previous tenant and had passed the key to the new tenant, in both instances without the presence of the landlord.

The landlord had submitted the following claims on which I find as follows:

**Painting - \$630.** The landlord stated that the rental unit needed repainting but also noted that it was new in 2005 and had not been painted since. Standard depreciation

table place the useful life of interior paint at four years. Therefore, the paint was fully depreciated and no part of the cost can be assigned to the tenant.

**Cleaning of blinds – \$142.80.** The landlord submitted an invoice for the cost of cleaning eight sets of blinds for the rental unit and a letter from the successor tenant that the blinds were not cleaned when he moved in.. The tenant stated that she had cleaned the blinds thoroughly and submitted a written statement from a person who assisted her with cleaning.

**Plumbing - \$535.92.** The landlord submitted a further invoice for \$535.92 which covered replacement of a bathroom fan control, repairs to a kitchen faucet and replacement of the garbage disposal unit. The tenant said she had not used the garbage disposal unit for some months as she had been travelling with the armed forces. She said she had not been aware of a leak in the faucet, and she had requested the repair to the bathroom fan control during her tenancy.

On the latter two claims, in the absence of move-in and move-out condition inspection reports, I find that the landlord has not met the burden of proof to establish that the tenant is responsible for the claimed damages. In addition, the landlord's right to claim on the security deposit was extinguished under section 24(2) of the *Act* by her failure to provide two opportunities to schedule the condition inspection reports and complete the required forms. Therefore, the application is dismissed without leave to reapply and the landlord must return the tenant's security deposit of \$700 plus 86 cents in interest.

## **Conclusion**

The tenant's copy of this decision is accompanied by a Monetary Order for \$700.86, enforceable through the Provincial Court of British Columbia for service on the landlord.

March 14, 2011