

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

There are applications filed by both parties. The Tenant is seeking a monetary order for the return of the security deposit. The Landlord is seeking a monetary order for damage to the unit, unpaid utilities, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served the notice of hearing and evidence package on November 9, 2011 by Canada Post Registered Mail and has supplied the Tracking No. RW648254059CA. As the Tenant has not attended to pursue her application and based upon the undisputed testimony of the Landlord, I accept that the Tenant was properly served with the notice of hearing and evidence package by registered mail and find that the Tenant was deemed served on November 14, 2011. I note the Tenant's application for dispute resolution was filed on December 20, 2011 and joined with the Landlord's application.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for the return of the security deposit?
Is the Landlord entitled to a monetary order for damage to the unit and unpaid utilities?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

This Tenancy began on October 1, 2007 on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$675.00 payable on the 1st of each month and a security deposit of \$337.50 was paid on September 25, 2007. The Tenant ended the Tenancy on October 31, 2011 and no condition inspection report for the move-in was done.

The Landlord states that the condition inspection report was done on November 1, 2011 with the Tenant, where she refused to sign the report and left without providing a

forwarding address. The Tenant provided her forwarding address in writing to the Landlord on November 8, 2011 as shown in the copy of the letter filed by the Tenant.

The Tenant seeks a monetary order for \$378.00 for the return of the security deposit.

The Landlord is seeking recovery of \$392.00 for the replacement of blinds based upon an invoice from Brite Blinds. The Landlord relies on the photographs, the incomplete condition inspection report for the move-out and the invoice. I note that the invoice bills for 3 blinds and the Landlord's photographs and move-out report only refers to 2 blinds. The Landlord is unable to provide an explanation for the difference.

The Landlord is seeking recovery of \$135.78 for utility costs based upon the invoice from the City of New Westminster. The Landlord states that utility costs are tied to the rental unit and not the Tenant for billing. The Landlord stated that as of the date of the hearing that the balance remains unpaid.

The Landlord is seeking recovery of \$50.00 for the disposal of a mattress left by the Tenant. The Landlord relies on a photograph and the incomplete condition inspection report for the move-out. This cost was based on a verbal quote and that the Landlord states that they were actually charged \$100.00.

Analysis

I accept the Landlord's undisputed testimony for a monetary claim. I find that the Landlord has established a claim to recover \$265.00 and \$31.80 for 12% HST for 2 blinds as opposed to the 3 blinds being claimed, totalling, \$296.80. The Landlord is also entitled to the recovery of the New Westminster Utility costs of \$135.78 and the mattress removal of \$50.00. I find that the Landlord has established a total monetary claim for \$482.58. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$337.50 security deposit and the \$6.45 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$188.63. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$188.63.

The Landlord may retain the security deposit and the accrued interest.

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 04, 2012.

Residential Tenancy Branch