

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

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

Both parties attended the hearing by conference call and gave testimony. Neither party has submitted any further evidence subsequent to the original applications filed. As such, I find that each party has been properly served with the notice of hearing under the Act.

The Landlord confirms receipt of the Tenants evidence package. The Tenant disputes receiving the Landlord's evidence package, but states that the original application and notice of hearing were received. The Landlord states that both were included in the same package. The Landlord states that the evidence was included in the original notice of hearing package that was sent by Canada Post Registered Mail. The Landlord has provided in direct testimony a Canada Post Registered Mail Tracking No. RW648254059CA. I find based upon the direct testimony of both parties that the Tenant was served with the Landlord's complete notice of hearing and evidence package. The Tenant is deemed served properly under the Act. The Landlord's evidence was described in detail to the Tenant during the hearing and was given opportunity to question the material.

It was also clarified at the beginning of the hearing that the Tenant was withdrawing the request for an adjournment and would be prepared to start the hearing. The Landlord also clarified that upon being provided evidence from the Tenant and confirming with the City of New Westminster that the utilities have been paid and is withdrawing that portion of their claim.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the blinds and recovery of cost for the disposal of a mattress?

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

Is the Tenant entitled to a monetary order for the return of the security deposit?

Background and Evidence

Both parties agreed that this tenancy began on October 1, 2007 on a fixed term tenancy and then thereafter on a month to month basis. Both parties also agreed that a security deposit of \$337.50 was paid at the beginning of the tenancy and that the Tenant provided her forwarding address in writing to the Landlord in a letter dated November 8, 2011 and was received by Canada Post Registered Mail on November 9, 2011.

The Landlord states that the end of tenancy was on November 1, 2011. The Tenant disputes this stating that the tenancy ended on October 31, 2011. Both parties agreed that a condition inspection report was completed on November 1, 2011, but that the Tenant refused to sign the report.

The Landlord seeks recovery of \$392.00 for the replacement costs of the blinds and \$50.00 for the removal of a mattress left by the Tenant. The Tenant disputes that the blinds were damaged from normal wear and tear 2 years into her 4 year tenancy. The Tenant states that this damage was reported at the time, but with no action from the Landlord. The Landlord disputes this stating that they do not have any record of damaged blinds reported by the Tenant and that the blinds were newly installed at the beginning of the Tenancy. The Landlord relies on the photographs and the incomplete condition inspection report for the move-out. The Landlord has an invoice for the replacement of the blinds, but has not submitted any evidence for the mattress removal for \$50.00. The Tenant admits to leaving a mattress at the rental building. The Tenant argues that both parties agreed that she would come back to remove the mattress the next day, but that when she attended the next day on November 2, 2011 that the mattress was gone. The Landlord disputes this stating that the mattress was removed on November 10, 2011.

The Tenant seeks to recover \$378.00 for the return of the security deposit. The Tenant states that it was a clerical error for the \$378.00 applied for. The Tenant has no explanation for this amount, but confirmed in her direct testimony that the security deposit was \$337.50 paid at the beginning of the tenancy.

Analysis

I find on a balance of probabilities that the Landlord has established a claim for damages to the blinds. The Tenant admitted that the blinds were damaged during her tenancy, but did not satisfy me in her direct testimony that the damage was through

normal wear and tear. Based upon the photographs and the invoice from Brite Blinds that the blinds were “mangled”, I am satisfied that at the end of the tenancy the blinds were damaged beyond normal wear and tear. The Landlord relies on the photographs and invoice from Brite Blinds. I note that the invoice bills for 3 blinds and the Landlord's evidence only refers to 2 blinds. No further explanation has been given for this discrepancy. I find that the Landlord is only entitled to claim for recovery of the two blinds totalling, \$296.80 consisting of \$265.00 and \$31.80 for 12% HST. Residential Tenancy Policy Guideline #37 states that the useful life of blinds is 10 years. At the end of the tenancy the blinds were approximately 4 years old. On this basis, I credit the Tenant with 4/10 of the replacement cost. The Landlord has established a claim for \$178.08.

I find based upon the Tenant's own direct testimony that the mattress was left at the end of the tenancy. The Landlord has failed to provide evidence of the \$50.00 expense of disposing the mattress. On this basis, I find that the Landlord has not proven their claim of \$50.00, but is entitled to a nominal award of \$25.00 for the disposal based upon the Tenant's testimony.

The Landlord has established a total monetary claim of \$203.08. I order that the Landlord retain this amount from the \$337.50 security deposit and \$6.36 in accrued interest to date. The Tenant is entitled to the return of the remaining amount of \$140.78. The Tenant is granted a monetary order for \$140.78.

Conclusion

The Tenant is granted a monetary order for \$140.78.

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: February 14, 2012.

Residential Tenancy Branch