

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

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

The Tenant's mother, L.B. attended the hearing on behalf of her son the Tenant, D.B.K. to act as his agent. The Landlord's agent has no objection as the Tenant's mother was acting on behalf of the Tenant with the Landlord to facilitate the end of the Tenancy. As both parties have attended the hearing, I am satisfied that each party has been properly served with the notice of hearing documents under the Act.

The Landlord confirms receiving the Tenant's evidence package. The Tenant's Agent states that she did not receive the Landlord's evidence package. The Landlord states that the evidence was sent by registered mail on February 10, 2012. The Tenant's Agent confirms that she received the Canada Post Registered Mail Notification on February 12, 2012, but has not picked it up. The Tenant's Agent consents to the Landlord's evidence being admitted. Based on the Tenant's Agents consent, the Landlord's evidence is admitted. For the hearing, the evidence referred to by the Landlord was described in detail for the Tenant's Agent.

### Issue(s) to be Decided

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

Is the Landlord entitled to retain the security deposit?

Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

Both parties agree that this Tenancy began on April 1, 2005 and ended mutually on October 31, 2011. A security deposit of \$325.00 was paid on April 1, 2005.

The Landlord states that the forwarding address in writing was received from the Tenant on December 7, 2011 by regular post in a letter dated November 30, 2011. The Tenant disputes this but is unable to provide any information or evidence to support this.

The Landlord is seeking a monetary order for \$558.37 for damage costs to the unit consisting of \$255.00 for painting and \$303.37 for carpet replacement. The Landlord has provided an invoice from 247 Handyman Service for \$940.00 for the total painting costs and an invoice from Nufloors for \$1,468.90. The Landlord states that the rental unit was newly painted and new carpets were installed at the beginning of the tenancy. Because of the length of tenancy the Landlord is only seeking a pro-rated portion of the replacement costs. The Tenant's Agent disputes this and refers to the photographs submitted by the Tenant. The Landlord relies on a letter dated October 3, 2011 advising the Tenant of the requirements for a condition inspection report for the move out. The Landlord states that the scheduling of a condition inspection report was not possible on October 31, 2011 that a final notice was given to the Tenant for November 3, 2011. The Landlord has submitted letters from various witnesses who attended the rental at that time who describe the interior of the rental unit in detail.

### Analysis

I find based upon the evidence of the Landlord that a claim for damage to the rental unit has been established. The Landlord has provided several third party letters of detailed descriptions on the state of the rental unit. As such, the Landlord is entitled to a monetary order for the amount claimed, \$558.37.

The Tenant has not been successful in the claim for the return of double the security deposit. The Tenancy ended on October 31, 2011 and the Tenant provided the forwarding address in writing on December 7, 2011. The Landlord applied within the allowed 15 day time frame on December 20, 2011.

The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$325.00 security deposit and the \$11.50 in accrued interest to date in partial satisfaction of the claim. The Landlord is granted a monetary order under section 67 for \$271.87. 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 \$271.87.

The Landlord may retain the security deposit.

The Tenant's application for the return of double the security deposit 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: February 21, 2012.

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Residential Tenancy Branch