

DECISION

Dispute Codes MND, MNDC, MNSD

Introduction

There are applications filed by both parties. The Landlord has made an application for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to keep all or part of the security deposit. The Tenant has made an application for a monetary order for the return of the security deposit.

Both parties attended the hearing by conference call and gave testimony. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on April 30, 2012. The Tenant has confirmed receipt of the package. The Tenant states that the Landlord was served with his notice of hearing package by registered mail, but is uncertain of when it was sent. The Tenant did not submit any evidence. The Landlord has confirmed receipt of the Tenant's notice of hearing package. As both parties have attended and have acknowledged receiving the notice of hearing and evidence submitted, I am satisfied that each has been properly served under the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agree that the Landlord currently holds security deposit of \$800.00 which was paid by the Tenants at the beginning of the Tenancy. The Tenant is unable to provide a specific date for the forwarding address in writing being provided to the Landlord other than that it was in January of 2012. The Landlord disputes this stating that he never received it and that he was made aware of the Tenant's address when he received their notice of hearing package.

The Landlord seeks a monetary order for \$800.00 for the following claims. The Landlord seeks \$250.00 paid for a cleaner for general cleaning of the rental unit, \$225.00 for an estimate on carpet cleaning and \$250.00 for damage to a bedroom door. The Tenant disputes this amount. The Landlord has provided various photographs of a

refrigerator, a rack from the stove, a dirty lint filter from the dryer, photographs of the carpet with dirt, stains and photographs of pet hairs on the window sills and a photograph of damage to a door. The Tenant has conceded some of the claims made by the Landlord by stating, "I'm sure there are stains all over." No receipts, invoices or estimates have been submitted by the Landlord. The Landlord states that the door has not been repaired or replaced. The Landlord states that the rental was re-rented within hours for occupancy on January 31, 2012 and that no cleaning or repairs of the carpet were made.

Analysis

I accept the testimony of the Landlord which was not disputed by the Tenant that the rental unit required general cleaning, carpet cleaning and that there was damage to a door. However, the Landlord has failed to provide any relevant evidence in support of his monetary claim. As the Landlord has established a right for damages, but has failed to provide any documentary evidence of any actual losses, I grant the Landlord a nominal award of \$250.00.

The Landlord may retain \$250.00 from the \$800.00 security deposit currently held in trust. The Tenant is granted a monetary order for the balance of \$550.00.

Conclusion

The Tenant is granted a monetary order for \$550.00.

The Landlord may retain \$250.00 from the security deposit.

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: May 08, 2012.

Residential Tenancy Branch