

DECISION

Dispute Codes MND, MNSD

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property and to keep all or part of the security deposit.

Both parties attended the hearing by conference call and gave testimony. Both parties have submitted documentary evidence. The Tenant states that she did not receive any receipts referred to in the submitted documentary evidence by the Landlord. The Landlord claims that the entire package was submitted by Canada Post Registered Mail and was the same package received by the Residential Tenancy Branch. The Tenant states that she received the other portions of the Landlord's evidence, except the receipts. The receipts were referred to in detail to both parties and the Tenant was given opportunity to question for any details. I find that the absence of these receipts would not prejudice the Tenant as she is aware via the Landlord's application the nature and costs of the damages being sought. I am satisfied that both parties have been properly served with the notice of hearing and evidence packages submitted.

Both parties have made references to previous hearings regarding this Tenancy, but as both parties have agreed that no orders regarding the security deposit have been made this hearing may proceed.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

This Tenancy began on December 21, 2011 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$620.00 payable on the 1st of each month and a security deposit of \$300.00 was paid.

The Landlord states that the Tenant vacated the rental unit on April 28, 2012. The Tenant disputes this stating that the rental unit was vacated on April 29, 2012. The Landlord applied for dispute resolution on May 15, 2012 outside of the allowed 15 day

limitation. Both parties agreed that no condition inspection report for the move-in or the move-out were completed. The Tenant states that she conducted her own condition inspection report for the move-in without the Landlord dated December 24, 2011. The Landlord states that after giving the Tenant two opportunities to complete a condition inspection report on May 5, 2012 and again on May 12, 2012, completed a report for the move-out without the Tenant dated April 30, 2012. The Tenant confirms that she received a request for an inspection, but that it was after she vacated the rental unit.

The Landlord seeks a monetary order for compensation for the \$300.00 (amended during the hearing in his direct testimony) for blinds. The Tenant disputes this stating that the blinds were damaged at the beginning of the Tenancy. The Landlord has submitted an estimate for \$450.00 from H & R Blinds & Drapes Ltd. dated May 10, 2012. Both parties rely on their own condition inspection reports. The Landlord also refers to photographs submitted into evidence.

The Landlord has failed to provide a proper invoice/receipt for this expense, however, I find on a balance of probabilities that the Landlord has established that damage has occurred to the blinds during the Tenancy based upon the documentary evidence submitted by the Landlord. I find that it is unlikely that the Tenant would not reasonably notify the Landlord to rectify any damaged blinds from the beginning of the Tenancy as the Tenant has stated. The Landlord has failed to establish his claim for \$300.00 in damages to the blinds, but I find that a nominal award is warranted of \$150.00.

The Landlord seeks recovery of \$160.00 for general cleaning services of the rental unit. The Tenant disputes this stating that she left the unit better than when she moved in. The Landlord refers to the photographs and his condition inspection report and the receipt from the contractor dated May 12, 2012. I find on a balance of probabilities that the Landlord has established his claim for these cleaning expenses based upon the documentary evidence submitted by the Landlord.

The Landlord is seeking recovery of \$55.00 for carpet shampooing costs. The Tenant disputes this claim. The Landlord has submitted a copy of a receipt for this expense dated May 14, 2012. I find on a balance of probabilities based upon the documentary evidence that the Landlord has established a claim for this expense.

I find that the Landlord has established a total monetary claim for \$365.00. As the Landlord currently holds the \$300.00 security deposit, I order that the Landlord retain this amount to offset the established damages. The Landlord is granted a monetary order for the remainder of \$65.00. 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 \$65.00.
The Landlord may retain 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: July 18, 2012.

Residential Tenancy Branch