



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, MND, FF.*

### **Introduction,**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of repairs, cleaning and for the filing fee. The tenant applied for the return of double the security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs and cleaning and for the filing fee? Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on July 01, 2009 and ended on May 30, 2013. The monthly rent was \$1,800.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$900.00.

The tenant stated that move in and move out inspections were not conducted by the landlord and that he provided the landlord with a forwarding address by email. The landlord stated that he did not receive the forwarding address until he received the tenant's application for dispute resolution. The tenant did not file a copy of the email.

The landlord stated that the tenant left the unit in a condition that required cleaning and paint touch ups. The landlord stated that the unit was last painted about five years ago. The landlord is claiming \$400.00 for painting and a total of \$650.00 for cleaning the suite, steam cleaning the carpet and for garbage removal. The landlord filed a copy of an invoice for a total of \$1,102.50 for these items.

The tenant stated that he had cleaned up the unit, but it may have needed a bit more cleaning. The landlord did not file any pictures or reports to support his testimony of the condition of the rental unit at the end of tenancy.

### **Analysis**

#### **Landlord's application:**

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting. As per this policy, the useful life of interior painting is four years. The landlord stated that the unit was painted approximately five years prior to the end of tenancy and therefore I find that by the end of the tenancy, the painting had outlived its useful life. Accordingly, the landlord's claim for \$400.00 for painting is dismissed.

The landlord did not provide adequate evidence to show that the rental unit was left in a condition that required \$650.00 worth of suite cleaning, carpet cleaning and garbage removal. The tenant stated that he had cleaned the unit and that it may have required a bit more cleaning. Based on the testimony of the tenant I award the landlord \$75.00 towards the cost of cleaning.

Since the landlord has not proven his case, he must bear the cost of filing his application.

#### **Tenant's application:**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenancy ended on May 30, 2013. The tenant did not provide the landlord with his forwarding address in writing, but did so by email which the landlord denies having received. Based on the testimony of both parties, I find that the tenant did not provide adequate evidence to support his testimony that the forwarding address was given to the landlord prior to serving the landlord with his application for dispute resolution. Therefore the tenant is not entitled to the return of double the security deposit.

Since the tenant has not proven his case, he must bear the cost of filing his application.

The landlord has established a claim of \$75.00. I order that the landlord retain this amount from the security deposit of \$900.00 and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$825.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$825.00**.

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: October 02, 2013

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Residential Tenancy Branch

