



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

There are applications filed by both parties. The landlord seeks a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The tenant seeks a monetary order for the return of double the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant acknowledged receiving the landlord's notice of hearing package and the submitted documentary evidence. The landlord has submitted copies of two XpressPost Customer Receipts which show that the packages required a signature for pick up. The landlord disputes that no notice of hearing package was received from the tenant and does not have the tenant's application, details or evidence. The tenant states that the notice of hearing package was sent by Canada Post XPresspost requiring a signature, but the tenant was unable to provide any details of the Xpresspost Customer Receipt Tracking number. As such, I find that the tenant has been properly served with the landlord's notice of hearing package and the submitted documentary evidence as shown by the tenant's direct testimony and the landlord's documentary evidence. I also find that the tenant has failed to provide sufficient evidence to satisfy me that the landlord was properly served with the tenant's notice of hearing package in accordance with the Act. As such, the tenant's application is dismissed.

The landlord amended the monetary claim to \$320.05 lowering it from \$394.95. The tenant made no objections or comment. As such, the landlord's claim is amended to \$320.05.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

Neither party submitted a copy of the signed tenancy agreement, but agreed that a signed tenancy existed and that it started on October 22, 2011. That the monthly rent was \$1,430.00 payable on the 1st of each month and a security deposit of \$715.00 was paid. Both parties also agreed that the tenancy was ended on June 30, 2014 when the tenant returned the keys to the landlord.

The landlord states that the tenants left the rental unit requiring cleaning of the rental unit and painting of the walls. The landlord seeks a monetary order for \$320.05 which consists of \$72.00 for cleaning and materials from Gressey Properties dated July 3, 2014 and \$183.75 for the painting of walls from PSK Painting Ltd. dated July 16, 2014.

The landlord states that a condition inspection report for the move-in for a brand new unit at the beginning and another for the move-out was completed at the end. The tenant confirmed in her direct testimony that the rental unit was as new when they moved in and that a condition inspection report was completed on June 30, 2014 for the move out when they provided their forwarding address in writing. The landlord relies on the 5 photographs and the two invoices for work completed. The tenant states that the cleaning receipt issued was theirs that they passed onto the landlord to show that the work was done. The landlord disputes this stating that the receipt date is for July 3, 2014 after the tenancy ended. The tenant has not provided any other evidence to support this claim.

Analysis

I accept the evidence of both parties and find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. The tenant has acknowledged that the rental unit was provided to them in as new condition. The landlord has provided photographs of damage to the walls at the end of the tenancy. The landlord has provided copies of invoices for cleaning and paint work completed after the end of the tenancy. The tenant has argued that the unit was left clean and that the cleaning invoice was theirs, but has not provided any evidence to support this claim, ie. proof of payment. The tenant claims that at the end of the tenancy a copy of the invoice was given to the landlord as proof of cleaning. The landlord argued that how could the

invoice for cleaning be for the tenant as the tenancy ended and possession returned to the landlord on June 30, 2014 and the invoice was dated July 3, 2014. I note that an additional receipt for carpet cleaning on stairs dated July 11, 2014 was included from Whole Cleaning Service for a different rental property from the landlord. The landlord stated that she could not understand why this was included as it was not part of their claim. The tenant confirmed that there were no stairs in the rental property.

The landlord has provided sufficient evidence to satisfy me that a claim for cleaning and painting has been established for \$320.05 which was caused by the tenants. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$370.05 from the tenant in satisfaction of the claim and I order that the landlord return the balance due of \$344.95. The tenant is granted a monetary order for \$344.95. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed for failing to properly serve the landlord.
The landlord may retain \$370.05 from the security deposit.
The tenant is granted a monetary order for \$344.95.

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: December 10, 2014

Residential Tenancy Branch

