



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coronet Realty Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. An agent for the landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?  
Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on July 1, 2011. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$900.00. The landlord and the tenant carried out a move-in inspection and completed a condition inspection report.

The tenancy ended on or about May 31, 2015. The landlord did not do a move-out inspection or serve the tenant with a final opportunity to schedule a move-out inspection. On June 10, 2015 the tenant sent the landlord a letter indicating that the landlord could keep \$65.00 for a cupboard door and \$50.00 for cleaning. In the letter the tenant also provided a forwarding address in writing. On June 24, 2015 the landlord filed their application for monetary compensation and an order to keep \$470.00 of the security deposit. The tenant received \$480.00 back from the landlord.

### *Landlord's Evidence*

The landlord stated that when the tenant moved out the rental unit was not cleaned and the tenant could not provide a receipt for carpet cleaning. The landlord claimed compensation as follows:

- 1) \$220.50 for cleaning service – the landlord stated that the cleaning done was not minimal, and it included cleaning the appliances;
- 2) \$131.25 for carpet shampoo – the landlord stated that the tenant failed to provide a receipt as required to show that the carpets had been cleaned; and
- 3) \$68.25 for damage to a cabinet door.

In support of their application, the landlord submitted small black and white copies of photographs depicting a damaged cabinet door and what may be dirty or stained areas of the rental unit; and invoices for cleaning, carpet cleaning and cabinet door replacement.

### *Tenant's Evidence*

The tenant stated that the landlord did not do a move-out inspection with the tenant, even though the tenant advised the landlord that they would be moving out on the last day of the month. The tenant acknowledged that they left a few things in the backyard with a tarp on it, but \$200.00 for cleaning is excessive.

### Analysis

I find that as the landlord did not provide sufficient evidence to support the whole of their claim. The landlord's photographs were not helpful in establishing any damage aside from the cabinet door. The tenant gave the written authorization to withhold \$115.00 from the security deposit only, and I therefore only grant the landlord this amount.

The landlord made their application to retain part of the security deposit on June 24, 2015, which is within 15 days of the time that the tenants mailed their forwarding address in writing. However, the landlord ought to have returned \$785.00 to the tenant but only returned \$480.00. The tenant is therefore entitled to recovery of the balance of \$305.00.

As both parties' applications were only partly successful, I decline to award either party recovery of their filing fees.

Conclusion

The landlord is entitled to retain \$115.00 from the security deposit. The landlord paid the tenant \$480.00 and must return the balance of \$305.00 to the tenant. I grant the tenant / an order under section 67 for the amount of \$305.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 31, 2015

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Residential Tenancy Branch

