



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNSD & FF

Introduction:

This hearing dealt with the landlord's request to claim cleaning and parking costs from the tenant's security deposit. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

Issues to be Determined:

Is the landlord entitled to retain the sum of \$271.25 from the tenant's security deposit?

Background and Evidence:

This tenancy began on January 15, 2008 for the monthly rent of \$3,200.00 and a security deposit of \$1,600.00 paid on December 4, 2007. The tenancy ended effective October 31, 2008; however, the tenant vacated the rental unit and returned the keys as of October 17, 2008.

The landlord and the tenant participated in move-in condition inspection and move-out condition inspection. The move out inspection occurred on October 17, 2008. At the time of the move-out inspection the landlord indicated estimated charges of \$200.00 for carpet cleaning and \$90.00 for parking.

The tenant did not agree to the charges claimed by the landlord. Specifically the tenant disputes the parking charge as she submits that she provided written notice to cancel her parking on September 29, 2008 and did not use the parking space beyond October 5th or 6th, 2008. The tenant did not dispute the carpet cleaning given the actual cost. The tenant did not believe it was fair to recover the landlord's expense for this application.

Analysis:

I grant the landlord's application in part. I accept the landlord's request to recover the cost of the carpet cleaning for the sum of \$131.25. However, I do not accept the landlord's request for parking charges for the sum of \$90.00. The tenancy agreement does not include a clause respecting parking and the landlord's agent confirmed that parking is arranged through a separate contract. I find that this charge is not part of the tenancy agreement.

The Act provides that if a landlord and tenant are unable to reach an agreement respecting possibly charges against a tenant's security deposit the landlord must either

return the security deposit plus interest or file an application requesting to deduct charges from the security deposit.

I find that the parties were not able to reach an agreement regarding deductions to the security deposit and the landlord was left with the option of filing this application. Since the landlord has been partially successful, he can request recovery of the filing fee for this application pursuant to section 72(1) of the *Act*.

I find that the landlord has established a total monetary claim for the sum of \$181.25. I Order that the landlord may retain this sum from the tenant's security deposit plus interest of \$1,625.06. The remaining balance of \$1,443.81 is to be returned to the tenant.

Conclusion:

The landlord's application is granted in part.

Dated December 19, 2008.

Dispute Resolution Officer