



# Dispute Resolution Services

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

## **Decision**

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

## **Introduction**

This hearing dealt with the landlord's application for a monetary order as compensation for costs incurred for cleaning in the unit, retention of a portion of the security deposit in full satisfaction of the claim, and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

## **Issues to be decided**

- Whether the landlord is entitled to any and / or / all of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from February 15, 2008 to February 28, 2009. Rent in the amount of \$695.00 was payable on the first day of the month, and a security deposit of \$347.50 was collected on February 15, 2008.

By letter dated January 18, 2009, the tenant gave notice of her intent to vacate the unit at the end of the fixed term on February 28, 2009. In her letter the tenant also informed the landlord of her forwarding address. Further, by way of her signature dated February 28, 2009 on a document completed with the landlord, the tenant consented to the landlord's withholding of \$197.00 from her security deposit; this amount was comprised of \$100.00 for carpet cleaning and \$97.00 for cleaning the blinds. Subsequently, on

March 13, 2009 the landlord applied to retain a portion of the security deposit to offset these costs in addition to recovery of the filing fee.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find that the landlord has established a claim of \$247.00. This is comprised of \$100.00 for carpet cleaning, \$97.00 for cleaning blinds, and recovery of the \$50.00 filing fee. I order that the landlord withhold \$247.00 from the combined total of the security deposit of \$347.50 plus interest of \$4.57 (total: \$352.07) and forward the balance of \$105.07 to the tenant (\$352.07 – \$247.00).

### **Conclusion**

Pursuant to section 38 of the Act, I hereby order the landlord to retain **\$247.00** from the tenant's security deposit (plus interest), and return the balance to the tenant in the amount of \$105.07.

DATE: June 29, 2009

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Dispute Resolution Officer