

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MND, MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of painting and cleaning the rental unit and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for costs incurred to paint and clean the rental unit? Is the landlord entitled to retain the security deposit and to recover the filing fee?

Background and Evidence

The tenancy started on or about March 15, 2008 and ended on April 30, 2009. The rent was set at \$1,350.00 and due in advance on the 1st of each month. Prior to moving in the tenant paid a security deposit in the amount of \$675.00.

On April 30, 2009 the landlord visited the unit for the purpose of conducting the move out inspection. The tenant participated in the inspection but did not agree with the deductions off the security deposit that the landlord proposed to make. The landlord took photographs and filed copies of the same.

On May 20, 2009 the tenant provided the landlord with a forwarding address and she filed an application to retain a portion of the security deposit. The tenant agreed that the carpet was stained and the walls were written on by his children. The landlord also filed a paper document that was stained with oil from the kitchen counter top, to indicate that general cleaning was required.

The landlord is claiming the following:

1.	Carpet cleaning	\$125.00
2.	General cleaning and cleaning supplies	\$120.00
3.	Painting	\$275.00
4.	Painting supplies	\$96.25
	Total	\$616.25

The landlord has filed a breakdown of the above costs which is handwritten and messy. Some figures are scratched out and re written and there are calculations on the side of the page. The breakdown does not show the amount of tax that the landlord was claiming during the hearing.

The tenant argued that he was not advised by the landlord re the dollar amount of the cost of cleaning and painting. He did not dispute the need for cleaning and painting, but stated that he could have got the job done at a lower rate. The tenant stated that he had made arrangements for the work, but was unable to complete it in a timely manner and the landlord was not willing to wait.

Analysis:

Based on the sworn testimony of both parties and the documentary evidence filed by the landlord, I find that the landlord has established a claim for cleaning and painting in the amount that she has applied for which is \$616.25. The landlord has agreed to return \$67.24 to the tenant and stated that she had a cheque in her possession, already written out for this amount and was willing to mail it to the tenant immediately.

Conclusion

The landlord has agreed to return the balance of **\$67.24** to the tenant and must do so within 15 days of receiving this decision.

Dated August 31, 2009.

Dispute Resolution Officer