

Dispute Resolution Services

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

DECISION AND REASONS

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

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of cleaning, unpaid utilities, the filing fee and to retain a part of the security deposit in satisfaction of her claim. The tenant applied for the return of her security deposit and the filing fee.

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

Issues to be decided

Is the landlord entitled to a monetary order to recover the cost of cleaning, unpaid utilities and the filing fee? Is the tenant entitled to the return of her security deposit?

Background and Evidence

The tenancy started on September 17, 2008 and ended on May 22, 2009. The rent was \$1,600.00 due on the first day of each month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$800.00.

The landlord stated that the tenant left the unit in an unsatisfactory condition and is claiming the cost of cleaning, replacing the smoke detector and unpaid utilities. Both parties agreed that the tenant owed \$130.00 for gas, \$120.89 for City water and \$25.00 for the smoke detector.

The tenant disputed the landlord's claim of \$280.00 for cleaning the unit and has during filed photographs and a CD of the condition of the rental unit as she left it. The landlord has also filed photographs of some damage to the refrigerator and walls and stains on the carpet.

Analysis

The parties have agreed to the amount that the tenant owes the landlord for utilities and the smoke detector. The landlord is claiming \$280.00 for cleaning and the tenant argued that she had cleaned the unit. *Residential Tenancy Policy Guideline #16* states that an arbitrator may award nominal damages which are a minimal award. These damages may be awarded where there has been no significant loss or no significant loss has been proven, but they are an affirmation that there has been an infraction of a legal right.

Based on the sworn verbal testimony and documentary evidence filed by both parties, I award the landlord \$100.00 towards her claim for the cost of cleaning. Overall the landlord has established a total claim of \$375.89. Both parties must bear the cost of filing their applications.

I order that the landlord retain this amount from the security deposit of \$800.00 and the applicable interest of \$3.41 and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$427.52. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$427.52**.

Dated September 30, 2009.

Dispute Resolution Officer