



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MND, MNSD, MNDC, 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 cleaning and repair to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his 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 repair 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 August 01, 2008 and ended on July 23, 2009. The monthly rent was \$1,600.00 payable on the first of each month. The tenant paid a security deposit in the amount of \$800.00.

The landlord filed a copy of an email message dated October 02, 2009, from the tenant that provided the landlord with an address to which he should mail the security deposit. The landlord filed an application for dispute resolution on October 14, 2009.

The landlord stated and the tenant agreed that the rental unit was in pristine condition at the time the tenant moved in. The tenant also agreed that during the tenancy there had been a stove top fire. The landlord filed photographs depicting the condition of the unit after the tenant moved out.

The photographs indicate that the rental unit was not cleaned by the tenant prior to moving out and also show damage caused by the fire to the tiles, back splash and some kitchen cabinets. The tenant argued that the damage would not have occurred if the hood fan of the stove was functioning properly. The landlord stated that he had had the fan repaired prior to the fire.

The landlord stated that he cleaned the rental unit himself and is claiming the cost incurred by him to do so. The landlord has also filed estimates of the cost to replace tile and the kitchen cabinet doors.

The landlord is claiming the following:

1.	Ten hours of cleaning @ \$45.00	\$450.00
2.	Cost of Tiles	\$165.36
3.	Cost of installation	\$169.00
4.	Two cabinet doors	\$100.00
5.	Filing fee	\$50.00
	Total	\$934.36

Analysis

Based on the sworn verbal testimony and documentary evidence of both parties, I find that the landlord received the forwarding address of the tenant in writing on October 02, 2009 and applied for damages against the security deposit in a timely manner.

Both parties agreed that the unit was clean at the time the tenant moved in and was left in a condition that required cleaning at the end of the tenancy. I find that the landlord's claim of ten hours of cleaning is reasonable. However I also find that \$45.00 per hour is excessive. Therefore I will award the landlord \$25.00 per hour for ten hours for a total of \$250.00 towards cleaning the unit.

The tenant also agreed that a stove top fire had occurred during the tenancy and his efforts to clean the backsplash were unsuccessful. Therefore, I find that the tiles have to be replaced and the landlord is entitled to the cost of doing so. Accordingly, I award the landlord \$434.36 which is the amount of his claim with regard to replacing the tiles and the kitchen cabinet doors.

Overall the landlord has established a claim for \$684.36. Since the landlord has proven his case he is entitled to the recovery of the filing fee. I order that the landlord retain the \$734.36 from the security deposit of \$800.00 and accrued interest of \$5.02 in full satisfaction of his claim. The landlord must return the balance of the security deposit plus accrued interest in the amount of \$70.66 to the tenant within fifteen days of receiving this decision.

Conclusion

The landlord has established a claim of a total of **\$734.36** and may retain this amount from the security deposit. The landlord must return the balance of **\$70.66** to the tenant.

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: February 09, 2010.

Dispute Resolution Officer