

## **Decision**

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

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from October 1, 2009 to September 30, 2010. Rent in the amount of \$1,240.00 was payable in advance on the first day of each month, and a security deposit of \$620.00 was collected on or about October 1, 2009. A move-in condition inspection and report were completed at the outset of tenancy.

Tenancy ended on March 31, 2009, before the end of the fixed term, however the landlord states that new renters were subsequently found for the unit. A move-out condition inspection and report were completed by the parties at the end of tenancy. In part, the move-out condition inspection report reads: "Suite is clean, no damage by tenants." Despite this, the landlords claim that cleaning required in the unit after the end of tenancy was not discovered until after the move-out condition inspection and report were completed. Further, the landlord claims that by way of e-mail exchanges with the tenants, the tenants agreed to be responsible for cleaning costs totalling \$100.00.

During the hearing, however, the tenant testified that he did not consider that the tenants are responsible for that cost.

The landlord claims that during the tenancy the tenants were responsible for fire, smoke and water damage which resulted from pre-heating the oven, and the landlord's application includes recovery of the \$1,000.00 insurance deductible. The tenant did not dispute this aspect of the landlord's claim.

### **Analysis**

Based on the documentary evidence and testimony of the parties, I find that the landlord has established a claim of \$1,050.00. This is comprised of the \$1,000.00 insurance deductible and the \$50.00 filing fee. I order that the landlord retains the security deposit of \$620.00 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$430.00 (\$1,050.00 - \$620.00).

As to the landlord's claim of \$100.00 for cleaning, in the absence of any evidence of e-mail exchanges between the parties or receipts, this aspect of the application is hereby dismissed.

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$430.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 26, 2010

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Dispute Resolution Officer