



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MNSD, OPB

Introduction

This matter dealt with an application by the landlord for an order of possession, to keep all or a part of a security deposit and to recover the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

Issues(s) to be Decided

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

The landlord has withdrawn their request for an order of possession from this application as the tenant vacated the unit May 24, 2010.

Background and Evidence

The tenancy agreement shows that this fixed term tenancy became effective May 24, 2009 and ended April 30, 2010. Rent was \$1,000.00 per month and both parties agree that the tenant paid a security deposit of \$500.00 on April 9, 2009. Both parties agree that a move in condition inspection was completed on May 24, 2009.

The landlord testified that the tenant failed to properly clean the rental unit upon move out and that there was damage to an accordion door and 1 blind. Photos were submitted by the landlord showing the condition of the unit upon vacancy. Receipts were submitted in respect of the repairs and cleaning.

The tenant acknowledged that there was some damage to an accordion door and blind but believes the unit was left reasonably clean and undamaged except for reasonable wear and tear after a tenancy of one year.



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Analysis

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. In the present case, the landlord claims the tenant did not fulfill this requirement and that it cost her \$346.54 to clean and repair the unit.

Both parties agree that a move out condition inspection was completed on May 24, 2010 and signed by both parties.

In the present case, the landlord has submitted the following receipts: \$106.54 for a blind, accordion door and cleaning supplies and receipts totalling \$240.00 for cleaning costs.

Based on the documentary evidence and testimony, I am satisfied that additional cleaning was needed at the end of the tenancy and the landlord has established entitlement to a portion of her claim. As this rental unit is 750 sq. ft. In size I find that in all probability there may have been a duplication of areas being cleaned and to that end I award the landlord costs for 8 hours of cleaning at \$15.00 per hour totalling \$120.00. I award the landlord the cost of the cleaning supplies at \$35.29, the replace cost of the accordion door at \$55.50, the cost of the blind at \$15.75 and recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim of \$276.54. I order that the landlord retain \$276.54 from the security deposit in satisfaction of the claim and return the security deposit balance of \$223.46 to the tenant.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$223.46**. 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.

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: October 18, 2010

Dispute Resolution Officer