

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit or site, to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in August, 2006 with monthly rent of \$1300.00, the tenant paid a security deposit of \$650.00.

The landlord testified that the tenant over-held the tenancy 5 days, did not clean the rental unit as required and caused damage to the unit. The landlord stated that she had to have the rental unit cleaned, a broken glass fixture replaced, the heating unit serviced and the toilet serviced.

The landlord stated that when she went to the rental unit on June 4, 2010 the tenant was in the process of having the rental unit cleaned. The landlord and tenant conducted the move-out inspection together on June 4, 2010 and the report was signed by both parties. During the inspection the landlord noted numerous areas that were not sufficiently cleaned and damage in the rental unit; this is noted on the move-out inspection report.

The landlord stated that the filter in the heating unit was so dirty that the safety in the unit had automatically shut off. The landlord stated that the strata was replaced the filters on a regular basis and she believed that the tenant had not allowed them access to complete this task, nor did the tenant advise the landlord that there was an issue with the operation of the heating unit. The toilet would not flush and the landlord stated that the tenant had not advised her that there was a problem with the plumbing. The landlord stated that cleaning had not been completed behind the fridge, the windows were not cleaned, the patio was not cleaned, burned out light bulbs not replaced and many surfaces were dirty and stained.

The landlord stated that she had possession of the rental unit shortly after 1:00PM May 4, 2010.

The landlord is seeking a monetary claim of \$708.78 for damages and cleaning costs.

Over-holding in Unit – 5 days	\$242.00
Glass Fixture	\$77.28
Cleaning Costs	\$157.50
Heating Unit Service	\$126.00
Toilet Service	\$106.00 No Invoice
Fireplace Repair	\$90.00 No Invoice
Total	\$602.78

The tenant testified that she had the rental unit professionally cleaned and with the exception of a couple of areas, believed the cleaning to be adequate and thorough. The tenant did not recall the strata contacting her to replace the filter in the heating unit. The tenant does acknowledge that she over-held the rental unit for 4 days and that a light fixture was broken and had to be replaced.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages to the rental unit and cleaning costs.

Over-holding in Unit – 4 days	\$193.60
Glass Fixture	\$77.28
Cleaning Costs	\$157.50
Heating Unit Service	\$126.00
Total	\$554.38

I find that the landlord has established a monetary claim for \$554.38 in damages.

The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$554.38 in damages and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep **\$604.38** of the tenant's \$650.00 security deposit in full satisfaction of the claim.

I hereby order the landlord to return the \$45.62 balance of the tenant's \$650.00 security deposit to the tenant no later than January 28, 2011.

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: January 13, 2011

Dispute Resolution Officer