

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the landlord's application to retain a portion of the security deposit / and to recover the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from March 15, 2009 to February 28, 2010. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$1,050.00 was payable in advance on the first day of each month. A security deposit of \$525.00 was collected at the outset of tenancy. A move-in condition inspection and report were completed on March 15, 2009.

By letter dated June 30, 2010, the tenant provided the landlord with notice of her intent to end the tenancy effective July 31, 2010. A move-out condition inspection and report were completed on July 31, 2010; while both parties participated in the move-out condition inspection, the tenant disagreed with the landlord's view that additional cleaning was required, and she therefore declined to sign the move-out condition inspection report.

After deducting \$195.00 from the security deposit [\$120.00 (general cleaning) + \$75.00 (carpet cleaning)], the landlord's office mailed a cheque dated August 12, 2010 to the tenant for the balance owed of \$330.00 (\$525.00 - \$195.00). However, as the landlord did not at that stage have the tenant's forwarding address, the cheque was mailed to the unit address. Ultimately, the cheque was returned to the landlord and the tenant

has therefore not yet been reimbursed for any portion of her security deposit. The tenant later informed the landlord of her forwarding address by way of e-mail dated September 14, 2010. The landlord's application for dispute resolution was subsequently filed on September 22, 2010, which is within the 15 day period required pursuant to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a partial resolution. Specifically, it was agreed as follows:

- that the tenant accepts responsibility for the \$75.00 cost incurred by the landlord for carpet cleaning.

The tenant acknowledged during the hearing that additional cleaning was required in the unit following the end of tenancy. However, the tenant took the position that the cost claimed by the landlord of \$120.00 was too high. Having carefully considered the documentary evidence and the affirmed testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving entitlement to the cost for cleaning in the amount of \$120.00.

As the landlord has succeeded in this application, I find that the landlord has also established entitlement to recovery of the \$50.00 filing fee.

As for the monetary order, I find that the landlord has established a total claim of \$245.00 (\$75.00 + \$120.00 + \$50.00). Accordingly, I order that the landlord retain \$245.00 from the security deposit of \$525.00, and FORTHWITH reimburse the tenant for the balance owed of \$280.00 (\$525.00 - \$245.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$280.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 17, 2011

Dispute Resolution Officer