



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

The landlord seeks a monetary order for unpaid rent, damages and cleaning. The landlord seeks to retain the security deposit and recover the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Whether the landlord is entitled to the Orders sought.

Background and Evidence

The tenant agreed with the following charges as claimed:

Water & Utility Bills	200.85
NSF Charges	85.00
Replace missing dairy cover in Fridge	28.28
Total	377.46

Initially the tenant disagreed with the one day charge for rent in the sum of \$63.33 for the late move out but agreed she was still cleaning the unit after the date upon which she was to move out. The tenant says she asked the landlord for permission to take one more day to clean but didn't think she would be charged for that day.

The tenant disagreed with the charge of \$379.68 for steam cleaning and deodorizing the rental unit. The tenant testified that she had the rental unit steam cleaned at the end of the tenancy and it should not have had to be done again.

The landlord provided a copy of the invoice from the steam cleaning service. The cleaner notes on the invoice that the carpets had not been cleaned and that they were very dirty. The landlord says the tenant has never provided her with an invoice to show the carpets were steam cleaned and it was clear they had not been steam cleaned.

Analysis

The evidence is that the tenant requested permission from the landlord to over-hold in the rental unit for an extra day to complete cleaning. The tenant is required to pay rent for anytime she is in possession of the property and while the landlord did grant permission for her to over-hold 1 day to clean. I find it reasonable that as the tenant was still in possession of the rental unit the landlord intended the tenant pay rent for that time. I therefore prefer the landlord's evidence on this matter and will allow her claim for \$63.33 rent.

With respect to the carpet cleaning, the tenant has not supplied sufficient evidence that the carpets were cleaned as she says. Also, I am satisfied that the Condition Inspection Reports notes that the carpets were dirty in many rooms. The landlord has submitted an invoice in the sum of \$397.68 and I accept that this is the sum the landlord had to pay to get the carpets clean at the end of this tenancy. I will allow this claim as well.

Conclusion

I find that the landlord is entitled to a monetary award in the sum of \$757.14 plus the \$50.00 filing fee paid for this application for a total of \$807.14. The landlord holds a security deposit in the sum of \$950.00. I will deduct \$807.14 from that deposit and direct the landlord to return the sum of \$142.86 to the tenant forthwith.

The tenant is supplied with a monetary order in the above noted sum which is enforceable in the Provincial Court of British Columbia in the event that the tenant does not pay the tenant forthwith.
