

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application by the Landlord for a monetary order to keep all or part of the security deposit and the recovery of this application.

The Landlord appeared by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order to keep all or part of the security deposit?

Background and Evidence

The Landlord during undisputed affirmed direct evidence, stated that the tenancy began on March 1, 2007 on a month to month basis. The monthly rent at the end of the tenancy was \$750.00 payable on the 1st of each month. A security deposit of \$340.00 was paid on February 25, 2007.

The Landlord states that the hearing documents were served by registered mail on September 16, 2010 and has provided the tracking code number to confirm that the package was received on September 17, 2010. The Landlord has provided no supporting evidence other than direct evidence during the hearing.

The Landlord stated during the hearing that is "standard operating procedure" to charge tenants at the end of the tenancy, costs for carpet cleaning of \$168.00 (HST included).

The Landlord states that the carpet cleaning was serviced twice as the first treatment was not sufficient to bring the rental unit to rentable standards. Suite cleaning and window cover cleaning costs of \$135.00 were incurred. The Landlord also states that they charge 2% for vacation costs of the site manager when she performs cleaning duties (\$2.41, based upon \$120.54 cleaning costs plus 12% HST \$14.46 = \$135.00).

The Landlord has indicated that a cheque for \$122.00 was sent to the Tenant for the undisputed portion of the security deposit.

Analysis

Based upon direct evidence provided by the Landlord, I find that the Landlord has established a claim to keep part of the security deposit. I find that the Landlord is

entitled to the \$168.00 (HST inclusive) for carpet cleaning. The Landlord has also established a cost for \$135.00 (HST inclusive) for suite and window cover cleaning. I find that the \$2.41(2% of \$135.00) for the site manager in lieu of vacation pay when she performs cleaning duties is an employment remuneration policy and is not subject to a claim for compensation by the Landlord and as such dismiss this portion of the claim.

The Landlord being successful in his application and is entitled to the \$50.00 filing fee. The total security deposit of \$340.00 and the \$9.50 in accrued interest to the date of this hearing equal \$349.50. The Landlord has established a total claim of \$353.00. This claim is limited by the amount set in the application for dispute resolution at \$277.00. The Landlord has returned \$122.00 to the Tenant prior to the hearing date. I grant an order under section 67 for a monetary order for \$49.50 to the Landlord.

Conclusion

The Landlord is granted a monetary order for \$49.50.
The Landlord may retain the remaining \$227.50 in partial satisfaction of the claim.

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 20, 2011.

Residential Tenancy Branch