



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for damage to the unit, an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on December 09, 2010. Mail receipt numbers were provided by the landlord for all three tenants. The tenants were deemed to be served the hearing documents on December 14, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit?
- Is the landlord entitled to keep part of the tenant's security deposit?

### Background and Evidence

The landlord testifies that this tenancy started on November 01, 2009 and ended on November 30, 2010. Rent for this unit was \$1,100.00 and the tenants paid a security deposit of \$550.00 on October 26, 2009 of which \$206.48 was returned to the tenants on December 08, 2011.

The landlord testifies that the tenants did not clean the rental unit to a satisfactory standard at the end of the tenancy and this was documented on the move out condition inspection report. One of the tenants signed this report but did not agree to some of the comments on the report. The landlord testifies that the caretaker spent eight hours cleaning the stove, walls, windows, fixtures, floor and the outside of the unit. The caretaker charges \$18.00 per hour for this work and the landlord withheld the sum of \$144.00 from the tenant's security deposit for this work. The landlord has provided a copy of the move in and move out condition inspection reports and the caretakers cleaning time sheet in evidence.

The landlord testifies that on November 08, 2010 the tenants called the landlord to inform her that they had no heat. The landlord states they sent a furnace service company to the unit to look at the furnace. The landlord states the furnace was serviced during this visit and the service man also found the switch to the furnace had been turned off. The landlord states this work cost \$149.52 and has provided a copy of the receipt. This sum has also been deducted from the tenant's security deposit. The landlord states the tenants would not be responsible to pay for the service of the unit and agrees that no one from the landlords' side looked at the furnace to determine the problem before sending for the furnace company.

### Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

With regard to the cleaning charges I find from the undisputed evidence presented that the landlord has established her claim for cleaning costs to the sum of **\$144.00** and may retain this from the tenants security deposit pursuant to s. 38(4) (b) of the Act.

With regard to the landlords claim of \$149.52 for the furnace charge; I have reviewed the receipt sent in by the landlord for this work and the receipt shows that the furnace service man did find the furnace switch had been switched off. However, he also serviced the furnace which the landlord agreed was required and agreed was not the responsibility of the tenants. I further find the landlord did not attempt to mitigate her loss in this matter by sending someone to look at the furnace before contacting the furnace company. If someone from maintenance or the building manager had looked at the furnace they could have determined that the switch was in the off position and rectified that issue without incurring further costs. Therefore, I find as the majority of the work involved to the furnace was for servicing this is not the tenant's responsibility and the landlord is not entitled to retain this amount from the tenant's security deposit. Therefore, this section of the landlords claim is dismissed.

As the landlord has been partially successful with this claim she is entitled to recover the **\$50.00** filing fee from the tenants pursuant to s. 72(1) of the Act.

### Conclusion

The landlord has been partially successful with her claim. The landlord may retain **\$144.00** from the tenant's security deposit. The landlord may also retain **\$50.00** for the

filing fee from the security deposit and the remaining balance of **\$99.52** must be returned to the tenants within five days of receiving this decision.

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: April 15, 2011.

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Residential Tenancy Branch