



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant J.M. participated in the hearing but the tenant S.M. did not. The landlord testified that she served S.M. with a copy of her application for dispute resolution and notice of hearing (the “Hearing Package”) by registered mail at the forwarding address provided by J.M. at the end of the tenancy. J.M. testified that he collected the registered mail for S.M. and gave it to S.M.’s parents who forwarded it to S.M. Pursuant to section 71(2)(b) of the Act, I find that the Hearing Package was sufficiently served for the purposes of the Act.

In this decision where I use the word “tenants” in the plural form, I refer to both J.M. and S.M. Where it appears in its singular form, it refers to J.M. who testified at the hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The following facts are not in dispute. The rental unit was rented by the tenants under a single tenancy agreement. The tenants were obligated to pay \$1,600.00 per month in rent and at the outset of the tenancy paid an \$800.00 security deposit. The tenant J.M. paid \$800.00 in rent on November 1 but the tenant S.M., who usually paid the balance of the rent, paid no money. J.M. returned his keys and his fob at the end of the tenancy but S.M. did not.

The landlord testified that there is a \$75.00 charge for replacement of key fobs and a \$5.00 charge for replacing lost keys. The landlord further testified that \$50.00 was spent replacing the locks on the rental unit. The landlord seeks to recover the unpaid rent, the cost of replacing the fob and keys and the cost of replacing the locks.

At the end of the tenancy, the landlord and J.M. conducted an inspection of the rental unit. In the section marked "security deposit statement," the tenant signed and initialled indicating agreement with deductions of \$80.00 for replacing the fob and key and a further deduction of \$50.00 for "key replacement." The statement also indicated that the tenant agreed with an \$800.0 charge for rent, a \$200.00 charge for suite cleaning and a \$200.00 charge for carpet cleaning. The statement included a notation that the "carpet need replacement" [*sic*]. The tenant stated that he signed not to indicate agreement with the charges, but because he was told that he could not be "checked out" until he had signed and initialled the form.

There was some dispute over other charges. The landlord testified that the tenants left the suite inadequately cleaned and that she paid \$200.00 to have cleaning done, representing 8 hours of cleaning at a rate of \$25.00 per hour, which she seeks to recover. The tenant acknowledged that the suite was not completely cleaned at the end of the tenancy as the burden of cleaning fell entirely upon him, but argued that the landlord imposed an arbitrary \$200.00 charge which should be justified. The landlord provided photographs showing the condition of the rental unit.

The landlord testified that although the condition inspection report and the application for dispute resolution both indicate that they landlord is claiming \$200.00 for cleaning carpets, that charge is actually a charge for cleaning blinds.

### Analysis

While I recognize that the fault for some of the issues raised by the landlord may lie with S.M., I note that S.M. and J.M. are co-tenants, making them jointly and severally liable. This means that each is fully responsible for their obligations under the tenancy agreement and the landlord has the option of pursuing either tenant individually or both tenants together to realize payment on any amounts owing.

Although the tenant appeared to have agreed with charges on the condition inspection report, I am not satisfied that he was fully aware that his signature indicated agreement with charges. The landlord's agent who prepared the condition inspection report was not available to testify at the hearing and I am not satisfied that the tenant was given the option of not signing the report. I therefore do not consider his signature on the report to be binding.

There was no dispute that \$800.00 in rent was left owing for the month of November. I award the landlord \$800.00. There was also no dispute that S.M. failed to return his key and fob. I find that the landlord is entitled to recover the \$75.00 charge for replacing the fob and the \$50.00 charge for replacing the locks. I dismiss the \$5.00 claim for

replacing the key as it would have been pointless to obtain a new key for the lock which was replaced.

The photographs provided by the landlord show that some additional cleaning was required. However, I am not persuaded that an additional 8 hours of cleaning was required. The landlord did not provide an invoice from cleaners showing that they actually spent 8 hours of cleaning and I find that the charge was arbitrary, rather than representing actual labour performed. I find that an award of \$75.00, representing 3 hours of cleaning, will adequately compensate the landlord and I award her that sum.

I dismiss the landlord's claim for the cost of cleaning blinds. The tenant had no advance notice of this claim and therefore was unprepared to defend it and the landlord had no evidence to corroborate her claim that the blinds were not cleaned or that she paid \$200.00 for cleaning.

As the landlord has been substantially successful in her claim, I award her \$50.00 which represents the filing fee paid to bring this application.

### Conclusion

The landlord is awarded \$1,050. I order the landlord to retain the \$800.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$250.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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 26, 2011

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Residential Tenancy Branch