



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MND, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning, repair to the rental unit and garage gate, and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery the filing fee?

### **Background and Evidence**

The tenancy started on July 01, 2005 and ended on February 28, 2011. The monthly rent was \$2,399.00. Prior to moving in, the tenant paid a security deposit of \$1,000.00.

A move out inspection was conducted on February 28, 2011. The landlord stated that the unit was not clean. The tenant agreed that he did not clean the carpet and the refrigerator but stated that he cleaned the remainder of the unit. The landlord has filed a receipt in the amount of \$123.20 for cleaning the carpet and an invoice for 15 hours of general cleaning for a total of \$300.00.

The landlord stated that the blinds were new at the start of tenancy but were damaged through the tenancy and had to be replaced at a cost of \$869.01. However, she stated that the undamaged vanes were cleaned and reused in other suites. The landlord stated that she incurred a cost of \$300.00 to clean them. The landlord did not file any evidence to support this portion of her claim.

The tenant stated that he did not damage the blinds and shortly after he moved out, there was a fire that caused extensive damage to the suite and to the other suites on the same floor. The blinds were replaced after the fire.

The landlord also stated that the tenant's guest caused damage to the gate of parking garage and has filed photographs to support her claim.

The tenant agreed that the cleaning lady had caused damage to the gate. The landlord filed an invoice in the amount of \$726.32 for the repair.

The landlord is claiming the following:

1.	Clean carpet	\$123.20
2.	15 hours of cleaning	\$300.00
3.	Clean Blinds	\$300.00
4.	Repair garage gate	\$726.32
	Total	<b>\$1,449.52</b>

### **Analysis**

The tenant agreed that he had not cleaned the carpet and therefore I find that the landlord is entitled to \$123.20 for the cost of cleaning the carpet. The tenant stated that he cleaned the unit and had used the services of a cleaning lady and therefore he felt that the landlord was asking for an excessive amount for the cost of cleaning. The tenant agreed that he had not cleaned the refrigerator. Based on the sworn testimony of both parties, I find that the tenant had cleaned the unit but not to the satisfaction of the landlord. I find that the landlord is entitled to the cost of cleaning the refrigerator and the tubs. Accordingly I award the landlord \$100.00 for cleaning.

Section 32(3) of the *Residential Tenancy Act*, a tenant must repair damage to the rental unit or the common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

The tenant agreed that his maid caused damage to the gate of the parking garage and therefore the tenant is responsible for the cost of repairs.

I find that the landlord has established a claim as follows:

1.	Clean carpet	\$123.20
2.	15 hours of cleaning	\$100.00
3.	Clean Blinds	\$0.00
4.	Repair garage gate	\$726.32
	Total	<b>\$949.52</b>

Since the landlord has proven her claim, she is also entitled to the recovery of the filing fee of \$50.00. Overall the landlord has established a claim of \$999.52. I order that the landlord retain this amount from the security deposit of \$1,000.00 plus interest of \$35.43 in full satisfaction of the claim and I order the landlord to return \$35.91 to the tenant.

**Conclusion**

I hereby order that the landlord return \$35.91 to the tenant within 15 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: June 21, 2011.

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Residential Tenancy Branch