



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting compensation for damage or loss under the Act, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage or loss in the sum of \$670.32?

May the landlord retain the deposit in satisfaction of the claim?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced July 1, 2008, and ended on June 1, 2011. A deposit in the sum of \$550.00 was paid on July 1, 2008.

There is no evidence of a move-in condition inspection report; neither party could confirm whether a report was completed at move-in. The tenant confirmed receipt of a May 15, 2011, notice of condition inspection which provided 2 opportunities to complete the inspection; the tenant did not attend and the report was completed by the landlord. The report indicated the need for cleaning of the unit, including drapes and carpets. The landlord has made the following claim:

Carpet cleaning	134.40
Kitchen and bath cleaning	112.00
General cleaning	142.80
Laundry card	56.00
Drywall repair	50.40
TOTAL	670.32

The tenant agreed he was responsible for the laundry card costs and drywall repairs.

The landlords submitted verification of costs for carpet cleaning and drape cleaning in the sum of \$95.20 and \$104.00 respectively. The landlord has claimed additional amounts to include staff time and administrative costs. During the hearing the landlord agreed to adjust the carpet cleaning cost to that reflected on the invoice.

The condition inspection report indicated that cleaning was required; a statement of invoices submitted indicated cleaning costs incurred totalled \$254.80. The kitchen, bath required cleaning; a charge in the sum of \$142.80 was for 5 hours of general cleaning at \$25.50 per hour.

The tenant stated he did not have any difficulty with costs that were reflected on invoices, but disputed the need for cleaning, as he had spent time cleaning at the end of the tenancy.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of

the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find, based on verification of the costs incurred that the landlord is entitled to the following compensation:

	Claimed	Accepted
Drape cleaning	174.72	104.00
Kitchen and bath cleaning	112.00	112.00
General cleaning	142.80	142.80
Laundry card	56.00	56.00
Drywall repair	50.40	50.40
TOTAL	670.32	560.40

The tenant has agreed to costs for carpet cleaning, the laundry card replacement and drywall repair.

As the landlord provided the tenant with 2 opportunities to complete the inspection report, I find that the claim for cleaning is reasonable and on the balance of probabilities, that the unit required cleaning. A tenant has the right to request an alternate time to complete the final inspection; that did not occur.

I dismiss the portion of the claim made for staff time and administrative costs as they were not verified. For example the landlord claimed an additional \$70.72 for time to remove and reinstall the drapes; there was no verification of this cost incurred by the landlord. The invoice supplied indicated cleaning for individual units; it did not indicate who removed and reinstalled the drapery.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit plus interest, in the amount of \$554.15, in partial satisfaction of the monetary claim.

The balance of the landlord's claim is dismissed.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$610.40, which is comprised of damage and loss and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit plus interest, in the amount of \$554.15, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$56.25. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The balance of the landlord's claim is dismissed.

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: September 16, 2011.

Residential Tenancy Branch