



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 1, 2011 with monthly rent of \$575.00, parking fee of \$10.00 and the tenant paid a security deposit of \$287.50.

The landlord testified that the tenant did not pay all of the August 2011 rent and currently owes a balance of \$200.00. The landlord stated that the tenant did not clean the rental unit prior to vacating and that the rental unit had to be thoroughly cleaned. The tenant disputed the landlord's allegation that the rental unit was left dirty. The move out condition inspection report shows that the fridge and oven needed a little cleaning but does not note any other areas of the rental unit being dirty.

The tenant testified that she had not paid the rent in full because the rental unit was uninhabitable from August 18 to August 31 due to the flood and a document submitted to the landlord by the tenant shows the tenant making the \$200.00 deduction from the August 2011 rent due to the flood. The landlord maintained that the flood, which had happened in the bathroom, had immediately been cleaned up and that the suite was habitable.

The tenant to date has not made a claim through this office for compensation due to damage or loss nor does the tenant have an agreement with the landlord to deduct any portion of the rent for the rental unit being uninhabitable.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent and cleaning costs.

The tenant without an order from this court or an agreement with the landlord deducted \$200.00 from the August 2011 rent. The landlord therefore is entitled to claim the \$200.00 unpaid rent and will be awarded a monetary for this amount.

The landlord has established that some cleaning was required when the tenant vacated the rental unit and this is reflected in the signed move out condition inspection report. However as the move out condition inspection report only notes 'fridge & oven (little)' and does not note any other issues with the condition of the rental unit. I therefore find that the landlord is entitled to a monetary order in the limited amount of \$15.00 for cleaning costs.

Accordingly I find that the landlord is entitled to a monetary order for \$215.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$215.00 in unpaid rent and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep \$265.00 of the tenant's \$287.50 security deposit in full satisfaction of the claim.

The landlord is to return the \$22.50 balance of the tenant's security deposit to the tenant no later than December 9, 2011. I grant the tenant a monetary order under section 67 for **\$22.50**.

If the amount is not paid by the landlord(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 *Manufactured Home Park Act*.

Dated: November 24, 2011.

Residential Tenancy Branch