



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on September 7, 2011 for return of the security deposit and recovery of the filing fee. The Landlord applied on September 15, 2011 for a monetary order and recovery of the filing fee.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Is the Landlord entitled to the monetary amounts claimed?

Are the Parties entitled to recovery of their filing fees?

### Background and Evidence

The tenancy began on March 1, 2011 and ended on August 31, 2011. Rent in the amount of \$880.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$440.00.

On the last day of the tenancy, a move out inspection was scheduled for 12 noon however upon attending the unit the Landlord’s agent discovered that the Tenant’s were

still in the process of moving and cleaning the unit. The Landlord states that the Agent returned at 5p.m. and concluded the move-out inspection. The Landlord states that as a result of the Tenant's failure to have the unit ready for the inspection and as a result of their late move-out the Landlord incurred expenses by having to pay for the Agent's second trip to the unit and claims the amount of \$30.00 for this cost. The Landlord further states that this delay in move-out also caused the Landlord the loss of a business day and claims the amount of \$28.38 for this loss. The Landlord could not provide specifics on what business was lost as a result of the Tenants late move-out other than a loss of time for the Real Estate agent's need to take pictures of the unit for the sale of the unit. Finally the Landlord states that the Tenant failed to completely clean the unit and claims the amount of \$20.00 for this cost.

The Tenants do not dispute the claim for \$20.00 for cleaning. The Tenants state that when the Agent arrived at the unit at noon, the Agent was informed that the move-out would be delayed by an hour. The Tenants states that the Agent agreed to return to complete the inspection later in the day and that there was no inconvenience to the Agent as a result of the return to the unit. The tenant states that they are not responsible for any extra cost to the Landlord for the Agents return as they did not know that the Agent would be charging any amount for her time. Further, the Tenant states that as the Agent has agreed to return later in the day, they took extra time to finish cleaning the unit but that the Tenant's belongings were out of the unit by 2 p.m.

### Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred. Given the agreement of the Parties, I find that the Landlord is entitled to the amount of **\$20.00** for cleaning costs. Although the Landlord claims a loss of \$30.00 in relation to a second return trip of the Agent, I accept the Tenant's undisputed evidence that the Agent agreed to the Tenant's taking more time to finish the move-out and cleaning. As the Agent agreed to this, as the Tenant's

did not have knowledge that there would be any cost for this agreement, I dismiss this claim of the Landlord. As the Landlord was unable to provide evidence as to how the Landlord incurred the amount of \$28.38 as a business loss in relation to the late move-out, I dismiss this claim. As each Party has been partially successful, I make no order in relation to recovery of either Party's filing fee. As the Landlord currently holds the security deposit in the amount of \$440.00, I order the Landlord to retain the amount of \$20.00 from the deposit and return the amount of **\$420.00** forthwith to the Tenant. I provide a monetary order in this amount to the Tenant.

### Conclusion

I Order the Landlord to retain the amount of \$20.00 from the security deposit plus interest in the amount of \$440.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for the remaining amount of **\$420.00**. If necessary, this order may be filed in the Small Claims 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: November 28, 2011.

---

Residential Tenancy Branch