



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for unpaid rent, 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.

Preliminary Matters

The tenant provided affirmed testimony that she did not review copies of the invoices supplied by the landlord; the tenant a copy of the condition inspection report before her. The tenant agreed to proceed with the hearing on the basis that any invoices would be explained and reviewed

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid September, 2011, rent?

Is the landlord entitled to compensation for damage to the rental unit in the sum of \$461.00?

May the landlord retain the deposits in partial satisfaction of the claim?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on September 1, 2008, a pet and security deposit in the sum of \$360.00 each was paid on August 15, 2008.

The landlord has made the following claim:

September 2011 rent	350.00
Pest control – fleas	145.60
Garbage pick-up	71.50
Cleaning 11 hours X 12.50	137.50
TOTAL	811.00

Condition inspection reports were completed at the start of the tenancy and at the end of the tenancy; September 30, 2011. The tenant signed the report on September 30, 2011, indicating she agreed with the contents of the report and the amounts claimed by the landlord.

During the hearing the tenant agreed that the landlord was entitled to the following costs that had been acknowledged on the condition inspection report:

- 350.00 September, 2011 rent;
- 95.00 carpet cleaning;
- 150.00 pest control; and
- 25.00 garbage pick-up.

The tenant had not noticed she had agreed to \$60.00 cleaning costs; the tenant felt the landlord had been rushing her to complete the cleaning. The inspection report indicated that the hallways, kitchen and dining area required cleaning.

The landlord supplied copies of invoices for carpet cleaning, pest control and extra garbage pick-up. The landlord stated the tenant filled a garbage bin, which then required the landlord to have the bin emptied before the usual due date.

The landlord supplied a copy of an email outlining hours spent cleaning, as evidence of the cost claimed.

Analysis

I find, based on the contents of the condition inspection report, that a hearing was not required to settle this matter. The tenant had agreed to all costs indicated on the report, at the end of the tenancy.

I find that the landlord has not shown evidence verifying the cleaning costs and that an email sent indicating hours spent cleanings is insufficient verification of payment made. I also find that the amount claimed is double that estimated; which appears unreasonable, given the details of the report which showed few areas needing cleaning.

Therefore, I find that the landlord is entitled to the amounts agreed upon:

	Claimed	Accepted
Carpet cleaning	106.40	106.40

Pest control – fleas	145.60	145.60
Garbage pick-up	71.50	25.00
Cleaning 11 hours X 12.50	137.50	60.00
TOTAL	811.00	687.00

I have adjusted the amounts to reflect the actual costs incurred for carpet cleaning and pest control; one in favour of the landlord and the other in favour of the tenant. I find that the tenant cannot be held responsible for all the garbage that was placed in the bin; she agreed to some additional costs, which I find was reasonable.

As this matter was previously mutually agreed to, I decline filing fee costs to the landlord.

Therefore, the landlord is entitled to compensation in the sum of \$687.00. The landlord will retain this amount from the deposit and interest totalling \$724.10. I Order the landlord to forthwith return the balance of the deposits, in the sum of \$37.10, to the tenant.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$687.00 based on a previous agreement contained in the condition inspection report.

The landlord will be retaining the tenant's security deposit in the amount of \$687.00 in satisfaction of the monetary claim.

Based on these determinations I grant the tenant a monetary Order for the balance of the deposit in the sum of \$37.10. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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: December 30, 2011.

Residential Tenancy Branch