



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, 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 and the filing fee. The landlord also applied to retain a portion of the security deposit in 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 December 25, 2011 and ended on August 31, 2011. The monthly rent was \$900.00. Prior to moving in, the tenant paid a security deposit of \$450.00.

The landlord testified that the tenant left the unit in an unclean condition and filed photographs of the unit, to support her testimony. The tenant stated that he had cleaned the unit. Both parties communicated about the return of the deposit and the landlord informed the tenant that the unit had not been cleaned. The tenant requested the landlord to allow him and a friend an opportunity to clean the unit, but the landlord refused. The landlord filed a quotation of the cost to clean the unit in the amount of \$180.32.

Analysis

Section 37 (2) of the *Residential Tenancy Act* states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the evidence in front of me and the testimony of both parties, I find that the unit was not clean at the end of the tenancy and the landlord spent time cleaning the unit. I find that the landlord is entitled to her claim of \$180.32 for cleaning. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee.

Overall the landlord has established a claim of \$230.32. I order the landlord to retain this amount from the security deposit of \$450.00 plus interest of \$0.00 in full satisfaction of her claim and I order the landlord to return \$219.68 to the tenant.

Conclusion

I hereby order that the landlord return \$219.68 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: December 06, 2011.

Residential Tenancy Branch