



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities; for cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on July 16, 2002 for a 6 month fixed term tenancy beginning on August 1, 2002 and converted to a month to month tenancy on January 1, 2003 for a monthly rent of \$675.00 due on the 1<sup>st</sup> of each month with a security deposit of \$337.50 paid on July 19, 2002.

The landlord also provided a copy of a move out condition inspection report and a summary of account that the tenant signed agreeing the landlord could retain the security deposit against the total debt of \$412.96. This total debt included charges for unpaid utilities; carpet cleaning; drapery cleaning; and general cleaning.

The tenant did not contest any of these charges but did question why she was charged for this cleaning when the drapery she had in the unit were not new. The additional terms of the tenancy agreement indicate that both drapery and carpet cleaning was required at the end of the tenancy.

The tenant also pointed out in the hearing that she had paid a deposit of \$50.00 for a storage locker that she has not yet received back. The landlord confirmed the tenant had paid this and that it could be applied to the current debt.

### Analysis

Based on the undisputed testimony, I find the landlord is entitled the amounts agreed upon by both parties in the summary of account on September 29, 2011 in the amount of \$412.96.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$462.96** comprised of \$412.96 agreed upon and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$349.45 and the storage deposit of \$50.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$63.51**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: January 03, 2012.

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Residential Tenancy Branch