



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 an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2008. Subsidized rent in the amount of \$226 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 \$500 plus \$50 for a remote deposit. The tenant failed to pay rent for January or February 2012. The tenancy ended on February 20, 2012.

The landlord has claimed \$452 in unpaid rent for January and February 2012. The tenant did not dispute these amounts.

The landlord has also claimed \$289.50 for 19.3 hours of cleaning, at \$15 per hour. The landlord submitted receipts in support of their claim. The landlord stated that they had to file for dispute resolution because the tenant disputed the cleaning charges.

The tenant responded that she did some cleaning before she left, including the bedrooms and the sink. The tenant believed that 16 hours of cleaning would have been sufficient. The landlord's photos are unclear as to what had to be done. The tenant

disputed the filing fee, on the basis that the landlord had the tenant's forwarding address and could have sent the tenant the bill before filing their application.

Analysis

I find that the landlord is entitled to \$452 for unpaid rent, as acknowledged by the tenant.

I find that the landlord is entitled to \$240 for 16 hours of cleaning at \$15 per hour. The tenant disputed the cleaning amount charged, and the landlord did not provide sufficient clear evidence to establish that 19.3 hours of cleaning was needed.

Finally, I find that the landlord is entitled to recovery of the filing fee for the cost of their application, on the basis that the tenant clearly disputed the amount charged for cleaning, and the landlord's claim was mostly successful.

I note that I informed the landlord in the hearing that any deposits for keys or remotes must be immediately returned when the tenant returns the keys or remote.

Conclusion

The landlord is entitled to \$742. I order that the landlord retain the security and remote deposits of \$550 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$192. 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: May 14, 2012.

Residential Tenancy Branch