

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order to retain the security deposit and seeks the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and the evidence submitted by the Landlord, I am satisfied that both parties have been properly served.

It was clarified at the beginning of the hearing with the Landlord that they are seeking a monetary order for damage to the unit (blinds) and compensation for the cost of cleaning to the unit as well for a total of \$680.00.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

Both parties agreed that a security deposit of \$747.50 was paid in February of 2011. Both parties also agreed that the submitted copy of the condition inspection report for the move-in and the move-out was accurate. The Landlord seeks monetary compensation for \$680.00 which consists of \$60.00 (\$20.00 X 3) for 3 hours of cleaning which both parties have mutually agreed to, \$320.00 for an additional 16 hours of cleaning and \$300.00 for repairs for the blinds.

The Tenant confirms the mutual agreement for the \$60.00 cleaning cost. The Landlord has been successful in this portion of the claim. The Tenant disputes the claims for additional cleaning and the repairs/damages to the blinds stating that the condition inspection report clearly states that both parties participated and agreed to at the end of the tenancy. The Landlord is unable to provide any details for the cleaning or the repairs for the blinds. I find that the Landlord has unable to satisfy me of this portion of the monetary claim. The remainder of the Landlord's monetary claim is dismissed.

I also decline to order the recovery of the \$50.00 filing fee for the Landlord.

As the Tenancy is at an end I order that the Landlord retain the \$60.00 agreed amount for cleaning from the \$747.50 security deposit. The remaining \$687.00 is to be returned by the Landlord to the Tenant. The Tenant is granted a monetary order for \$687.00.

Conclusion

The Tenant is granted a monetary order for \$687.00.

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: August 15, 2012.

Residential Tenancy Branch