



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boardwalk General Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

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

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on August 1, 2011 on a fixed term tenancy ending on July 31, 2012 as shown by the submitted copy of the signed tenancy agreement. The Tenancy ended on September 29, 2013. The monthly rent was \$1,399.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$399.00 was paid and currently held by the Landlord.

Both parties agreed that the Tenant felt that the condition inspection report for the move-out was accurate, but did not agree to pay the \$200.00 in cleaning charges. The Landlord relies on the submitted copy of the condition inspection report dated

September 29, 2013. The report shows a total of 9 notations of “dirt+ grease” for the stove/oven, “dirt+bugs on tracks” for 6 windows, “dirt+dust on 5 blinds” for window coverings and “not steamed” for stairs/stairwells. The Landlord states that this cost is based upon an employee working to clean at \$20.00 per hour.

The Tenant argues that there is no mention of any monies to be held back for extensive cleaning and has provided copies of the signed tenancy agreement.

The Landlord seeks a monetary claim of \$200.00 for cleaning and recovery of the \$50.00 filing fee and to retain \$250.00 from the currently held \$399.00 security deposit.

### Analysis

I accept the evidence provided by both parties and find that the Landlord has established a claim for cleaning charges based upon the undisputed condition inspection report for the move-out that was completed by both parties. The Tenant acknowledged that notations were accurate, but disputed the amount being charged by the Landlord.

The Landlord has not provided a cost breakdown of the time for an employee to complete the cleaning charged by the Landlord. The Landlord indicated in his direct testimony that the rate for an employee to clean would be at \$20.00 per hour, but that the Landlord did not provide any details of the amount of time required for cleaning on each notation. The Landlord has failed to provide any specific details on how the calculations of the charges were arrived at, ie. why there is a total charge of \$35.00 for 6 windows. This would equate to almost 1  $\frac{3}{4}$  hours for cleaning 6 windows. I find that the Landlord has failed to establish grounds for the monetary claim of \$200.00. However, the Landlord having established that cleaning was required at the end of tenancy is entitled to a nominal award of \$155.00.

The Landlord is successful in establishing a monetary claim of \$155.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$205.00 from the \$399.00 security deposit in satisfaction of this claim. The Tenant is granted the difference of a monetary order for \$194.00 for the return of the remaining portion of the security deposit. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord has established a monetary claim for \$205.00.

The Tenant is granted a monetary order for \$194.00 for the return of the remaining portion of the security deposit.

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 22, 2014

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Residential Tenancy Branch

