



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MND, MNDC, 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 parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on May 1, 2012 and ended on October 1, 2013. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$475.00 security deposit.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$12.00 recycling fee and \$20.00 to hire a “man and truck” to take it to the recycling center. The tenant did not dispute this claim. The landlord is entitled to \$32.00.

Second Claim – The landlord is seeking \$173.25 for carpet cleaning. The tenant acknowledged his responsibility to clean the carpet but felt that it was not a competitive price. Based on the tenants own testimony I find that the landlord is entitled to \$173.25.

Third Claim – The landlord is seeking \$131.25 for suite cleaning. The landlord provided a receipt to reflect the cost. The tenant disputes this claim. The tenant stated that the receipt is very limited in information and questioned its validity. The tenant stated that he was not provided two opportunities to be present for the move out condition inspection report. The landlord stated that the condition inspection report was filled out at move in and move out but was not submitted for this hearing. Based on the lack of move in or move out condition inspection report the landlord has not been able to provide a “snapshot” of the unit at move in versus move out and the changes, if any. I dismiss this portion of the landlords’ application.

Fourth Claim – The landlord is seeking \$80.00 for removing garbage and debris left behind by the tenant and scrubbing the deck. The tenant disputed this claim. The tenant stated that he did agree that he left some items behind and didn’t get a chance to clean the deck but felt it would not have cost the amount as claimed. The landlord submitted photos of the debris and garbage left behind. Based on the tenants’ acknowledgement and on the balance of probabilities I find that the landlord is entitled to \$80.00.

Fifth Claim- The landlord is seeking the repair of a fridge door in the amount of \$132.39. The landlord stated that the hinge on the door was bent several inches. The tenant disputes this claim. The tenant stated that the landlord had been informed that the fridge was not sealing properly and was aware the door was already loose. The tenant stated that this was an ongoing problem throughout the tenancy. As mentioned in a previous claim above, in the absence of the condition inspection report I am unable to ascertain the change of the condition of the fridge and must dismiss this portion of the landlords claim.

The landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$335.25. I order that the landlord retain \$335.25 from the security deposit in full satisfaction of the claim. The landlord is to return the remaining \$139.75 back to the tenants immediately. I grant the tenant an order under section 67 for the balance due of \$139.75. 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: March 18, 2014

Residential Tenancy Branch

