



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on March 25, 2014. The tenant acknowledged receipt of the documents on March 31, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on July 1, 2003. The rent at the end of the tenancy was \$589 per month

payable in advance on the first day of each month. The tenant paid a security deposit of \$217.50 at the start of the tenancy. The tenancy ended on February 27, 2014.

The landlord claims the sum of \$400 for the cost of cleaning, \$78.75 for the cost of garbage removal and the \$500 filing fee. The tenant disputes approximately \$110 of the cleaning charge.

The representative of the landlord was filling in for a colleague who was on holidays. She did not see the rental unit. She relies on the photographs presented and the invoices which she has paid on behalf of the landlord.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. The tenant did not dispute the cost of garbage removal. I determined the landlord has established a claim in the sum of \$78.75 for garbage removal.
- b. The landlord claimed \$400 for the cost of cleaning. The tenant disputes the amount of the claim. The invoice of the cleaning person claim 5 hours

to “wash all walls in unit by hand (to much nicotine to use mop), doors, sills, closet, mantles, baseboards. The tenant disputes this saying he washed many of the walls and a reasonable claim would have been one hour. On reviewing the photographs I determined the landlords claim for this item should be reduced by 2 hours or \$40.

I do not accept the submission of the tenant that the claim of one hour for “cleaning the kitchen walls, counters had to be bleached” should be reduced. However, I determined the tenant is entitled to a reduction of 1 hour for the cost of cleaning the cupboards. The landlord was not able to present sufficient evidence to establish this claim.

In summary I determined the claim of the landlord for the cost of cleaning should be reduced by \$60. I determined the landlord has established a claim of \$340 for the cost of cleaning.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$418.75 plus the \$50 filing fee for a total of \$468.75.

Security Deposit

The security deposit plus interest as determined by the Residential Tenancy Act Regulations totals the sum of \$225.21. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$243.54.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: July 15, 2014

Residential Tenancy Branch

