



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 403489 BC Ltd. dba H & M Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

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 appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party. I am satisfied that each party submitted and exchanged their evidence in accordance with the Act. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlords' testimony is as follows. The tenancy began on March 1, 2011 and ended on June 30, 2014. The tenants were obligated to pay \$700.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$500.00 security deposit.

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

Landlords First Claim – The landlord is seeking \$330.00 for cleaning the unit. The landlord stated that she cleaned the unit for 11 hours x \$30.00 per hour. The landlord conducted the work herself. The landlord submitted a condition inspection report and photos to support her claim. The tenants disputed this claim. The tenants stated that they had a cleaner come in and clean the unit and it was left in better condition than when they got it.

I accept the unit wasn't left in a reasonably clean manner but do not find the amount claimed by the landlord to be appropriate or reasonable. The hourly amount sought by the landlord is not reasonable. Based on the landlords own evidence, I find that 11

hours X \$20.00 per hour to be the appropriate amount. I find that the landlord is entitled to \$220.00.

Landlords Second Claim – The landlord is seeking \$10.00 for the replacement of a light shade, \$7.28 for the replacement of keys, \$30.00 to steam clean the carpets, \$98.45 for living room blinds and shower curtain, \$50.00 for pressure washing the driveway, \$50.00 for hauling garbage to the dump, \$20.00 for cleaning supplies and \$8.20 for lightbulbs for an amount of \$273.93.

The tenant disputed the entire amount except for the cost to replace the keys.

The landlord submitted photos, condition inspection reports, receipts and her testimony to support her claim. Based on all of the evidence before me and on the balance of probabilities, I find that the landlord is entitled to \$273.93

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

Conclusion

The landlord has established a claim for \$543.93. I order that the landlord retain the \$500.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$43.93. 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: April 24, 2015

Residential Tenancy Branch

