



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This is a request for an order to retain \$660.00 of the tenant's security deposit, and a request for recovery of the \$50.00 filing fee.

Some documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

### Issue(s) to be Decided

The issue is whether or not the applicant has established a claim against the tenants security/pet deposit, and, if so, in what amount.

### Background and Evidence

This tenancy began on February 16, 2012 and ended on September 29, 2014.

The tenants paid a security deposit of \$415.00 in 2012, and a pet deposit of \$415.00 in 2013.

The landlord still holds the full security/pet deposit totaling \$830.00.

The landlord is claiming debt and damages as follows:

Move out fee	\$100.00
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Replacement of burned-out light bulbs	\$25.00
Replacement part for dishwasher	\$39.40
Replace missing parking pass	\$10.00
Replace damaged FOB	\$60.00
Repair damaged linoleum	\$200.00
Five hours of cleaning	\$225.60
Filing fee	\$50.00
Total	\$710.00

The tenant does agree that there is a clause in the tenancy agreement that requires \$100.00 move out fee to be paid.

### Analysis

It is my finding that the only portion of the landlord's claim that the landlord has met the burden of proving, is the move out fee of \$100.00, as that fee is clearly required in the tenancy agreement.

It is my finding that the applicant has not met the burden of proving the remainder of this claim. The applicant has provided no receipts to show that there were any costs for lightbulbs, dishwasher parts, missing parking pass, damaged FOB, or damaged linoleum.

Further, although the landlord claims to have done five hours of cleaning, the landlord has given no breakdown of what cleaning was done, and how much time was spent in the various aspects of cleaning.

Therefore I will allow the \$100.00 move out fee and the remainder of this claim is disallowed for lack of evidence.

I also deny the landlord's request for recovery of the filing fee, as the majority of this claim is being dismissed.

### Conclusion

I have allowed \$100.00 of the claim and therefore Order that the landlord may retain \$100.00 of the security/pet deposit and I have issued an Order for the landlord to return the remaining \$730.00 to the tenants.

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: May 26, 2015

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Residential Tenancy Branch

