



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income, cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord informed me that she wished to amend her application and reduce her monetary claim to cover just the cost of cleaning and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning and for the filing fee?

Background and Evidence

The tenancy started on June 15, 2014 and ended on September 01, 2014. Rent was \$700.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$350.00. A copy of the rental agreement was filed into evidence. The rent included some furniture.

The tenant stated that the landlord ordered cleaning services prior to the end of the tenancy and therefore he did not have an opportunity to do the cleaning himself. The tenant agreed to cover half the cost of cleaning in the amount of \$75.00.

The landlord also claimed \$350.00 for the loss of furniture due to the odor of smoke. The tenant denied smoking inside the rental unit.

Analysis

Based on the testimony of both parties, I find that the landlord was getting the home ready to show to prospective buyers and accordingly arranged for cleaning services prior to the end of tenancy. Therefore, I further find that the cleaning was done by the landlord without giving the tenant an opportunity to do so himself.

The tenant agreed to cover \$75.00 of the cost and therefore I award the landlord this amount towards the cost of cleaning.

The landlord has proven a portion of her claim and is entitled to the recovery of the filing fee.

Overall the landlord has established a claim for \$125.00.

I order that the landlord retain \$125.00 from the security deposit of \$350.00 and return the balance of \$225.00 to the tenant within 15 days of receipt of this decision.

Conclusion

The landlord may retain \$125.00 from 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: May 11, 2015

Residential Tenancy Branch