



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNSD, MND, MNDC, MNR, FF

### **Introduction**

This hearing was convened in response to cross-applications by the parties for dispute resolution.

The landlord filed on June 15, 2016 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows, as amended in the hearing by the landlord:

1. A Monetary Order for damages – Section 67
2. A Monetary Order for loss and unpaid rent – Section 67
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

The tenant filed on June 22, 2016 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order for double the security deposit - Section 38
2. A Monetary Order for loss – Section 67

The landlord testified they received the tenant's application for dispute resolution. Despite the tenant having also filed their own application for dispute resolution to be heard at this time, the tenant did not participate in the conference call hearing. As a result, the tenant's application is preliminarily **dismissed**, without leave to reapply.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began June 01, 2015 and ended June 01, when the tenant vacated. At the outset of the tenancy the landlord collected a security deposit in the amount of \$486.50 which the landlord still holds in trust.

During the tenancy rent in the amount of \$973.00 was payable in advance on the first day of each month. At the beginning of the tenancy the parties conducted a mutual move-in inspection and at the end of the tenancy the parties conducted a mutual move-out inspection, both of which were recorded on a condition inspection report (CIR) and signed by the parties. The landlord testified that at the end of the tenancy the CIR reflects that deficiencies were noted and recorded, however, the landlord is not claiming compensation for all deficiencies noted, but primarily for cleaning. The landlord provided the requisite condition inspection report and testified they sent the tenants a copy as per the Act. The landlord claims for carpet cleaning and for general cleaning in the sum of \$457.50. The landlord provided that the tenancy agreement calls for the carpets to be professionally cleaned at the end of the tenancy, as well the landlord provides invoices for the carpet cleaning and for the general cleaning.

The landlord further claims \$31.39 for 1 day over holding of the rental unit beyond May 31, 2016.

### **Analysis**

On preponderance of the evidence submitted and the undisputed testimony of the landlord, I find the landlord has established a claim for cleaning and over holding of the unit in the amount of \$488.89. The landlord is further entitled to recover the cost of filing this application. The security deposit will be offset from the award made herein.

#### ***Calculation for Monetary Order***

Carpeting cleaning	\$157.50
Cleaning	300.00
Over holding of unit – 1 day	31.39
Filing fee	100.00
<i>minus security deposit</i>	<i>-\$486.50</i>
<b>Total Monetary Award for landlord</b>	<b>\$102.39</b>

**I Order** that the landlord retain the security deposit \$486.50 in partial satisfaction of their

claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$102.39**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

The tenant's **application is dismissed**, without leave to reapply.

The landlord's application is granted.

**This Decision is final and binding on both parties.**

*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: December 14, 2016

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Residential Tenancy Branch