



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDCL-S, MNDL- S

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$490 for damages and the failure to sufficiently clean the rental unit.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

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. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to the forwarding address provided by the Tenant. With respect to each of the applicant's claims I find as follows:

Issues 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 fixed term written tenancy agreement that provided that the tenancy would start on November 25, 2016, end on November 30, 2017 and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$980 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$490 on November 25, 2016.

The tenancy ended on June 27, 2018. The parties did an outgoing inspection on that date.

There is acrimony between the parties. The landlord testified the tenant failed to sufficiently clean the rental unit. The landlord relies on an invoice from the cleaner in the sum of \$240 (12 hours @ \$20 per hour = \$240) and an invoice from a handyman in the sum of \$200 (8 hours @ \$25 per hour = \$200) as well as photos. The cleaner and handyman did not attend the hearing.

The tenant disputes this evidence. She testified the photos are not of the rental unit. Further she and her mother worked for many hours cleaning the rental unit.

Landlord's Application - 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. After carefully considering all of the evidence presented at the hearing I determined the tenant failed to completely clean the rental unit to the standard required by the Act. However, I determined the amount claimed exceeded what is required to meet the standard set out in the Act and is not supported by the evidence. The cleaner did not attend and give evidence. . In the circumstances I determined the landlord is entitled to half of the claim or \$120.

- b. I determined the tenant caused damage that exceeded reasonable wear and tear. However, I determined the amount claimed is not supported by the evidence. The handyman did not attend the hearing. In the circumstances determined the landlord is entitled to \$120 for the cost of repairs identified in the invoice of the handyman.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$240 plus the \$50 filing fee (reduced to reflect the limited success of the landlord) for a total of \$290.

Security Deposit

I determined the security deposit plus interest totals the sum of \$490. I determined the landlord is entitled to retain \$290 of this sum. I ordered the landlord shall return to the Tenant the balance of the security deposit in the sum of \$200.

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

Should the Applicants 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 final and binding on the 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: November 05, 2018

Residential Tenancy Branch