



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNDC

Introduction

This hearing concerns the tenant's application for a monetary order as compensation for the cost of emergency repairs / and compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on May 1, 2013. Monthly rent of \$860.00 was due and payable in advance on the first day of each month, and a security deposit of \$430.00 was collected. A move-in condition inspection report was not completed.

In response to the landlord's direct request application (file # 248786), an order of possession and a monetary order for unpaid rent were issued in favour of the landlord by way of decision dated May 17, 2013. Subsequently, in response to the tenant's application for review consideration, by way of "review consideration decision" dated May 27, 2013, the decision and orders of May 17, 2013 were upheld. A move-out condition inspection report was not completed.

Thereafter, the tenant filed an application for dispute resolution on July 5, 2013, arising from which this current hearing was scheduled.

The tenant claims that the unit required cleaning at the start of tenancy, and that he is entitled to compensation arising from cleaning that was undertaken. Related documentary evidence submitted by the tenant includes 2 statements / invoices which serve to notify the landlord of costs claimed for cleaning the unit as follows:

May 2, 2013: 3 hours x \$20.00 per hour = \$60.00

May 5, 2013: 3 hours x \$20.00 per hour = \$60.00

The tenant testified that these statements / invoices were posted on the landlord's door in early May. While the landlord acknowledged receipt of copies of these documents in the tenant's hearing package, she was vague in her recollection about having received them by way of posting on her door in early May.

Other related documentary evidence includes notations made on page 3 of the 4 page move-in / move-out condition inspection template document which can be accessed via the Branch website. In effect, the notations document that "PR" and "NR" were paid \$15.00 per hour by the tenant for cleaning. However, documentary evidence does not include a specific breakdown of how the total amount of \$300.00 claimed by the tenant in his application is calculated, except for the \$120.00 (\$60.00 + \$60.00) shown on the 2 statements / invoices referenced above.

During the hearing the landlord did not categorically deny that cleaning was required in the unit when the tenants took possession. Rather, during the hearing the landlord undertook to describe the nature of her own entitlement to certain compensation. Presently, however, there is no application before me from the landlord.

During the hearing the parties agreed that the landlord was informed of the tenant's forwarding address by way of his application for dispute resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the testimony of the parties and the limited documentary evidence, I find on a balance of probabilities that the tenant has established entitlement to compensation limited to \$120.00, which is equal to the amount documented on the 2 statements / invoices submitted in evidence. I find there is insufficient documentary evidence in support of the balance claimed by the tenant of \$180.00 (\$300.00 - \$120.00).

As to the disposition of the security deposit, section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section of the Act provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the

security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the security deposit.

As previously noted, the tenant informed the landlord of his forwarding address by way of its provision on his application for dispute resolution. During the hearing the landlord acknowledged receipt of the tenant's application. In the result, the landlord will be deemed to have received the tenant's forwarding address 5 days after the date of this decision. The landlord will then have 15 days from that 5th day to deal with the security deposit pursuant to the provisions set out in section 38 of the Act.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$120.00**. Should it be necessary, this order may be served on the landlord, 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: September 23, 2013

Residential Tenancy Branch

