



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Colliers Macaully Nicolls Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND,MNSD

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property and to keep all or part of the security deposit.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing, the Tenant stated that he was not disputing the Landlord's claims of damage, but that he was seeking the return of the disputed amount of \$120.00 for the Landlord's original claim of \$330.00 from the \$450.00 security deposit. The Tenant stated in his direct testimony that he had a prior arrangement with the previous Landlord's Agent, E.J. that there would be a \$330.00 deduction from the security deposit. The Landlord states that she is unaware of such an agreement as this was before she was retained.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

This Tenancy began on March 1, 2011 on a fixed term tenancy ending on February 28, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$900.00 payable on the 1st of each month and a security deposit of \$450.00 was paid on March 1, 2011.

The Landlord seeks a monetary claim for \$450.00. This consists of \$200.00 for general cleaning, \$200.00 for carpet and drapery cleaning and \$50.00 for the replacement cost

of a broken toilet seat. The Tenant has not disputed the damage claims, but has disputed the amount of the claim sought by the Landlord as stated above. The Landlord's Agent, A.H. relies on her direct testimony and has failed to provide any documentary evidence of the cost of incurred. The Landlord's Agent, A.H. states that it took approximately 2 persons 6 hours each over two days to clean the rental at \$15.00 per hour for a total of \$180.00. The Landlord has also indicated that an addendum to the signed tenancy agreement which states that a professional carpet and drapery cleaning was required at the end of the tenancy for which the Tenant has acknowledged.

Analysis

I accept the testimony of both parties and find that the Landlord has failed to establish a claim for the amount of \$450.00 as applied for. However, the Tenant has acknowledged that some cleaning was required, but he disputes that it is not to the extent of the Landlord's claim. On this basis of the Tenant's direct testimony, I find that the Landlord is entitled to a nominal award of \$330.00 as indicated by the Tenant that an agreement was made with the prior property manager to retain \$330.00 from the original \$450.00 security deposit. The Landlord's Agent, C.D. was unable to dispute this claim. I order that the Landlord retain \$330.00 from the original \$450.00 security deposit and return the difference of \$120.00. The Tenant is granted a monetary order for \$120.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord may retain \$330.00 from the security deposit.
The Tenant is granted a monetary order for \$120.00.

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 17, 2013

Residential Tenancy Branch

