



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

Dispute Codes: MNSD & FF

### Introduction:

This hearing dealt with the landlord's application to retain the tenant's security deposit plus interest against costs to clean and paint the rental unit. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

I have amended the landlord's application to name the estate of the tenant as the respondent. I also considered a request by the respondent seeking an adjournment for this hearing. The respondent sought an adjournment because one of his witnesses was not available for this hearing. I denied the respondent's request. The respondent was served with notice of this hearing over a month ago and had sufficient opportunity to gather evidence and arrange for his witnesses to attend.

I proceeded with the hearing.

### Issue to be Determined:

Is the landlord entitled to retain the tenant's security deposit plus interest against damages suffered to clean and paint the rental unit?

### Background and Evidence:

This tenancy began on May 1, 1999 and ended October 31, 2008 after the tenant passed away. The monthly rent was \$900.00 and a security deposit of \$437.50 was paid on May 1, 1999. The landlord did not conduct a written move-in condition inspection at that time. I note that move-in condition inspections were not a requirement of landlord's prior to 2004.

The landlord submitted that the rental unit was left extremely dirty and have claimed 41.5 hours of cleaning. The landlord stated that respondent had ample opportunity to complete the cleaning but never did so. The landlord, in the particulars to this dispute, did not separate which hours were related to painting and which were related to cleaning. In a subsequent document the landlord submitted a print-out breaking the hours for cleaning down between four individuals.

The landlord stated that everything in the rental unit had to be cleaned such as walls, windows, window sills, kitchen, etc. The landlord indicated that the respondent was at the rental unit but eventually gave up cleaning. The landlord acknowledged receiving the forwarding address on December 9, 2008.

The respondent denies the landlord's claim and argued that he did clean the rental unit. He disputes the landlord's claim that he gave up cleaning and he denied authorizing the landlord to retain the security deposit. The respondent was unable to have a witness attend to speak towards the condition of the rental unit.

Analysis:

The only evidence submitted before me is receipts submitted by the landlord. The receipts are inconsistent with the evidence submitted by the landlord as the receipts clearly indicate that some of the hours were related to painting. I do not accept that the rental unit had to be painted as a result of the tenant's actions. The rental unit was rented as a smoking unit and I am satisfied that the landlord last painted the rental unit over 7 years ago. By this point the landlord was responsible to have the rental unit repainted.

The only receipt I accept is cleaning completed by one of the agents of the landlord who appeared at the hearing for the sum of \$200.00 for 16.5 hours of cleaning. I accept her evidence that she did this cleaning and I also accept that this cleaning was required. The tenant has not persuaded me that he sufficiently cleaned the rental unit in the absence of any supporting evidence.

In the absence of any other corroborative evidence from the landlord to support the remaining claims made, I only find that the landlord has established a monetary claim for \$200.00 for 16.5 hours of cleaning. As the landlord has only established a portion of their claim I only find that the landlord is entitled to recover \$25.00 of the \$50.00 filling fee paid for this application.

I Order pursuant to section 72 of the *Act* that the landlord may deduct the sum of \$225.00 from the tenant's security deposit plus interest of \$. The remaining balance of the tenant's security deposit of \$483.12 is to be returned to the tenant. I grant the tenant a monetary Order for the sum of **\$258.12**.

Conclusion:

I have granted the landlord's application in part. After the landlord deducts the monetary claim established there is an outstanding balance owed to the tenant. The tenant has received a monetary Order for the balance owed.

Dated February 17, 2009.

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Dispute Resolution Officer