



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

### Dispute Code

MNDC, MNSD

### Introduction

This hearing dealt with an application by the tenant seeking a monetary claim related to loss or damage under the *Act* related to improper deductions from her security deposit. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

### Issue to be Determined

Has the tenant established a monetary claim related to improper deductions to her security deposit?

### Background and Evidence

The tenant submitted that she did not agree to the unreasonable charges the landlord deducted from her security deposit plus interest which she received after she agreed that the landlord could make some deductions based on cleaning that still needed to be done at the end of the tenancy. The tenant also claims that the landlord failed to provide her with the information to completely clean the rental unit as required by the landlord and therefore she lost her opportunity. The tenant also took the position that the charges applied by the landlord were unreasonable.

The landlord disputed the tenant's claims indicating that the tenant was supplied with all the required information prior to moving including standard charges to cleaning services, signed the move in and move out condition inspection reports and signed the document allowing the landlord to make deductions against her security deposit.

The parties agree that the landlord deducted \$100.00 for cleaning and \$82.95 for carpet cleaning. I also note that neither party provided me with copies of the move in or move out condition inspection report. The parties disagreed as to whether the tenant agreed to these amounts when she signed the document authorizing the landlord to make deductions from the tenant's security deposit.

### Analysis

I deny the tenant's application. I accept that the tenant signed the move in and move out condition inspection report to have deductions made against her security deposit for

cleaning and carpet cleaning. I accept that the tenant knew that some charges would be made to reflect further cleaning completed by the landlord. I find that the tenant may have known what those charges were at that time, or ought to have known. Regardless, I accept that the tenant accepted that the rental unit was not left in a reasonably clean condition. It was not until the tenant received the breakdown of the deductions from her security deposit that she disputed the condition of the rental unit. Therefore, I find that the main issue before me was whether the charges by the landlord were unreasonable and the tenant had the burden of proving that the charges deducted by the landlord were unreasonable.

I find that the deductions made by the landlord were not unreasonable. They were standard charges made for cleaning and carpeting cleaning. Therefore, I deny the tenant's claim.

### Conclusion

I have determined that the tenant agreed to deductions to her security deposit and after the fact disputed the reasonableness of the deductions made. I find that the tenant has not provided any evidence to show that the deductions were unreasonable and in my experience I find that the deductions were standard.

The tenant's application is dismissed.

Dated March 27, 2009.

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Dispute Resolution Officer