

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking return of all or part of her security deposit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Tenant entitled to return of all or part of her security deposit?

Background and Evidence

This tenancy began in October of 2007, with the Tenant giving the Landlord a \$600.00 security deposit. In March of 2009, the Tenant was provided with a two month Notice to End Tenancy, as the Landlord was moving back into the rental unit. The Notice to End Tenancy had an effective date of May 31, 2009.

Following receipt of the Notice, the Tenant gave the Landlord a 10 day Notice to End Tenancy, pursuant to section 50 of the Act. The Tenant vacated the rental unit on April 1, 2009.

The parties had scheduled the move out condition inspection for April 4, 2009. When the Tenant arrived at the unit, the Landlord had already completed the report, however, the Tenant was provided an opportunity to review the report and compare it to the rental unit, prior to signing off on the report.

The Landlord had noted some cleaning was required in the unit. The Tenant told the Landlord she was prepared to do that cleaning immediately, however, the Landlord informed the Tenant that she had already booked the cleaners and that she would be charged \$120.00 to do the cleaning.

The Landlord had also noted there was some paint peeling off the ceiling of the bathroom, and the ceiling was dirty. The Tenant claims the ceiling was not properly prepared for painting and that is why the paint was peeling.

Another part of the inspection report had the Tenant being charged for the repair of a closet door. The Tenant testified she had not broken the closet door prior to moving out. Nonetheless, the Tenant signed off on the condition inspection report and agreed the Landlord could retain a portion of the security deposit.

Analysis

Based on the foregoing, the relevant evidence and testimony, and on a balance of probabilities, I find as follows:

I find that the Landlord erred when she did not allow the Tenant to proceed with the required cleaning. The Landlord should have given the Tenant an opportunity to clean the unit, as this would have allowed the Tenant to minimize her losses.

I also find that the Landlord failed to prove that the peeling paint on the bathroom ceiling was the fault of the Tenant or was beyond reasonable wear and tear. Bathroom paint is naturally subject to more humidity than paint in other portions of the interior of a property. Absent evidence that the Tenant caused the paint to peel, I find that this was the responsibility of the Landlord to attend to.

I do find the Tenant failed to prove she did not damage the closet door. This item was clearly indicated on the condition inspection report and as described above, the Tenant did sign off on the report. This claim is dismissed.

Therefore, I find the Tenant is entitled to the return of \$205.00 from the Landlord. Since the Tenant signed the outgoing report, I do not find this is a circumstance where the award of double the return of the portion of the deposit is merited under the Act.

I find that the Tenant established a total monetary claim of **\$255.00** comprised of \$205.00 for the cleaning and painting charged and the \$50.00 fee paid by the Tenants for this application. I grant the Tenant an order under section 67 for the balance due of \$255.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord erred when she did not allow the Tenant to do the cleaning required in the condition inspection report, and should not have charged her for peeling paint on the bathroom ceiling. The Tenant is granted an order for return of a portion of the security deposit, however, this is not an instance that required doubling of the portion of the security deposit to be repaid. I dismiss the other claims of the Tenant.

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: August 17, 2009.

Dispute Resolution Officer