



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      FF, MNSD

### Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on July 15, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request to retain \$337.75 of the security deposit.

### Background and Evidence

The applicant testified that:

- The tenant vacated in the early hours of June 30, 2009 and did not make herself available for a move-out inspection.
- The tenant left a note authorizing the landlord to use the security deposit towards the cleaning of the rental unit however she failed to sign the note, and therefore the landlord feels she must apply for dispute resolution.
- The tenant left the carpets and the drapes reasonably clean however they always clean carpets and drapes between tenancies.

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- The tenant did no cleaning in the rental unit and therefore the landlord had to have the rental unit cleaned.
- The tenant also had an outstanding NSF cheque charge of \$29.75 that was paid by the landlords.

The applicant is therefore requesting an order as follows:

Carpet cleaning	\$70.00
General suite cleaning	\$128.00
NSF bank charge	\$29.75
Filing fee	\$50.00
Total	\$337.75

## Analysis

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to leave the carpets and drapes reasonably clean. In fact the landlord herself stated that the carpets and drapes were left in reasonable condition.

I therefore will not allow the claims for cleaning carpets and drapes.

I will allow the claim for general suite cleaning, as the tenant left the rental unit without doing any cleaning.

I also allow the claim for the NSF bank charge, as this was a charge the landlord had to pay due to an NSF check issued by the tenant.

I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

## Conclusion

I have allowed \$207.75 of this claim. The landlord holds a security deposit plus interest totalling \$519.16. I therefore order that the landlord may retain \$207.75 of that security deposit.

I have not issued an order for the landlord to return the remainder of the security deposit to the tenant, because, by failing to participate in the move-out inspection, the tenants right to the return of the security deposit plus interest was extinguished.

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: November 04, 2009.

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Dispute Resolution Officer