

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking an order to retain a portion of the security deposit for cleaning the rental unit, and to recover the filing fee for the Application.

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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

The tenancy began on August 1, 2007, with the Tenants paying the Landlord a security deposit of \$517.50.

At the end of the tenancy, November 30, 2009, the parties performed an outgoing condition inspection report. The Landlord wanted to charge the Tenants for cleaning the carpets and for cleaning the oven, fridge and other portions of the rental unit. The Tenants refused to agree to the deductions and would not sign the condition inspection report.

The Landlord submitted evidence, such as invoices and photographs showing the cleaning required and the costs. The Landlord is claiming \$159.75 for the carpet cleaning and cleaning the rental unit.

The Tenants agree they owe for the carpet cleaning, however, they argued that the unit was not clean when they moved in. The Tenants argue there is a double standard between how clean the unit was when they moved in and how clean the Landlord wanted it when they were moving out.

Analysis

Based on the foregoing, the evidence and testimony, and on a balance of probabilities, I find that the Tenants failed to clean the rental unit to the required standard when they were vacating the rental unit. I accept the evidence of the Landlord that portions of the unit required extra cleaning in the amount of \$60.00.

I find that the Landlord has established a total monetary claim of **\$209.75** comprised of \$159.75 for cleaning the carpets and the rental unit and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord may retain **\$209.75** from the deposit and interest of **\$528.56** in full satisfaction of the claim and I order the Landlord to return to the Tenants the balance due of **\$318.81**.

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: May 03, 2010.

Dispute Resolution Officer