



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This was an application by the landlord for a monetary order and an order to retain a portion of the tenant's security deposit. The hearing was conducted by conference call.

Issues(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began on November 1, 2009 for a fixed term. Monthly rent was \$800.00. The tenant paid a \$400.00 security deposit on October 26, 2009. The tenancy ended on May 31, 2010.

The landlord has claimed payment of a charge for carpet cleaning in the amount of \$73.50 and a charge for cleaning the rental unit in the amount of 105.00. The tenant agreed to the carpet cleaning charge but she disputed the charge for suite cleaning. The landlord submitted copies of a move-in and move-out condition inspection forms as well as photographs of the rental unit. The landlord's representative testified that the cleaning charge was justified because the tenant did not properly clean the stove and oven, she did not clean inside cupboards and she left blinds and window sills dirty. The tenant disputed the landlord's claims; she said she arranged to perform the inspection at 12:00 P.M. but the landlord's representative arrived at 11:00 A.M. and interfered with her cleaning. The tenant claimed to have done an adequate cleaning job and said that

she left the rental unit in a condition similar to how she found it when she moved in. She said some of the things complained of by the landlord were pre-existing, such as worn paint and marks inside cupboards and some paint splatter and marks on the floors.

Analysis and Conclusion

It is evident from the tenant's testimony and from the landlord's photographs that the tenant did make an effort to clean the rental unit before turning it over to the landlord. I find, however, that some of the cleaning performed by the tenant was rushed or half-hearted, such as the cleaning of the oven and the window ledges. The condition inspection report recorded these problems and there was no mention of them on the move-in inspection. I find that the landlord was justified in incurring the cleaning charge. I allow the landlord's claim in the amount of \$178.50. The landlord is entitled to recover the \$50.00 filing fee paid for this application for a total award of \$228.50 I order that the landlord retain the said amount from the deposit that it holds and I grant the tenant an order under section 67 for the balance of her deposit, namely: the sum of \$171.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.