



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Landlord to retain a portion of the security deposit as compensation for cleaning a rental unit after the tenancy ended and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 17, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Is the Landlord entitled to keep all or a portion of the Tenant’s security deposit?

Background and Evidence

This tenancy started on July 1, 2010 as a 1 year fixed term tenancy with an expiry date of June 30, 2011. Rent is \$975.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$487.50 on June 14, 2010. This tenancy ended on July 31, 2010 as indicated by the Amendment to Standard Residential Tenancy Agreement dated July 15, 2010 which is a mutual agreement to end the tenancy on July 31, 2010.

The Landlord’s agent said she completed a move in condition inspection report on June 30, 2010 with the Tenant and a friend of the Tenant. She said the inspection took more than a half hour to complete and both the Tenant and Landlord signed the report in agreement of the reports content. The Landlord’s agent continued to say the Tenant contacted the Landlord’s agent July 4, 2010 with concerns and complaints about the property. The Landlord’s agent and the Tenant agreed to end the fixed term tenancy with an Amendment to Standard Residential Tenancy Agreement dated July 15, 2010 mutually agreeing to end the tenancy July 31, 2010. The Tenant moved out July 31, 2010. The Landlord said she met the Tenant at the unit on July 31, 2010, to complete the move out inspection report. The Landlord said the deficiencies on the report are dirty floors in the bedrooms, the stove was not cleaned, the shower and bathroom were

Residential Tenancy Branch
Ministry of Housing and Social Development

not cleaned, the carpets were dirty and the lawn was not mowed. The Landlord's agent also said that the carpets were professionally cleaned just prior to the Tenant moving in and the tenancy agreement has a clause in the addendum that says the carpets will be professionally cleaned at the end of the tenancy. She said the carpets were dirty and there was no evidence that the Tenant had done anything to clean the carpets before she moved out. The Landlord submitted photographs to support her claims.

The Tenant signed the move out inspection report in the do not agree that this report fairly represents the condition of the rental unit area, but she did not indicate any reasons for her not agreeing to the report.

The Landlord's agent said she submitted receipts for the Landlord's claims of \$89.60 for carpet cleaning, \$56.00 for general cleaning and \$33.60 to mow the lawn. The Landlord's agent requested to retain \$179.20 of the Tenant's security deposit and to recover from the tenant the filing fee of \$50.00 for this proceeding.

The Tenant did not attend the hearing, but did submit written evidence that was reviewed thoroughly before and after the hearing.

Analysis

Section 37 (2) (a) says when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

The Condition Inspection Report, the testimony of the Landlord's agent and the written evidence and photographs support the Landlord's claim to retain \$179.20 of the Tenant's security deposit. I find that the Tenant did not clean the unit adequately when she vacated it and the Tenant did not mow the grass when the tenancy ended. I find for the Landlord and Order the Landlord to retain \$179.20 from the Tenant's security deposit. As well, since the Landlord has been successful in this matter the Landlord is Ordered to retain \$50.00 from the Tenant's security deposit to recover the filing fee for this proceeding. I order the Landlord to retain \$229.20 from the Tenant's security deposit and return \$258.30 ($\$487.50 - \$229.20 = \258.30) to the Tenant forthwith.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Conclusion

I find for the Landlord and Order the Landlord to retain \$229.20 of the Tenant's security deposit as full settlement of the Landlord's claims and order the Landlord to return \$258.30 of the Tenant's security deposit to the Tenant forthwith.

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*.
