



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD & FF

### Introduction

This hearing dealt with an application by the landlord seeking to retain costs related to cleaning the rental unit. The landlord appeared and testified that the tenant was served by registered mail with notice of this application and hearing. The landlord confirmed that the tenant was served at a forwarding address which she provided.

Based on the documentary evidence provided by the landlord, I am satisfied that the tenant was served with notice of this proceeding by registered mail and I deem that the tenant received notice on the fifth day after the registered mail was sent pursuant to section 90(a) of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to retain a portion of the tenant's security deposit against costs to clean the rental unit?

### Background and Evidence

This tenancy began on September 1, 2009 for a fixed term ending August 31, 2010. The tenant vacated the rental unit as of August 20, 2010. The monthly rent was \$625.00; however, the tenant was only required to pay \$575.00 as part of a rent incentive agreement.

The landlord is not certain whether a move in condition inspection report was completed but confirmed that a move out condition inspection was completed with the tenant on August 20, 2010.

The landlord seeks the following costs to clean the rental unit:

- 2 hours to clean the rental unit in the amount of \$50.00;
- Cost to clean the carpets in the amount of \$67.20; and
- Cost to clean the drapes in the rental unit in the amount of \$50.00

The landlord also requested that the tenant reimburse the cost of the filing fee paid for this application in the amount of \$50.00.



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The landlord pointed to the addendum to the tenancy agreement, signed by the tenant, which provides that the tenant would clean the carpets and the drapes at the end of the tenancy.

The landlord also provided copies of the receipts for the amounts claimed. The amount claimed by the landlord, including recovery of the \$50.00 filing fee, is **\$310.00**.

## Analysis

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

I accept the evidence of the landlord that the rental unit required cleaning at the end of the tenancy and the tenant failed to complete this cleaning as required by the tenancy agreement.

I accept the landlord's claim of \$265.00 and also Order that the tenant reimburse the landlord \$50.00 to cover the cost of the filing fee paid for this application. I Order that the landlord may deduct the sum of **\$305.00** from the tenant's security deposit of \$312.50, leaving a balance owed of \$7.50 to the tenant.

## Conclusion

The landlord's application is granted and I have Order that the landlord may retain the sum of \$305.00 from the tenant's security deposit. The remaining balance of \$7.50 should be return to 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: January 11, 2011.

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Residential Tenancy Branch