



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD/MNSD, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenants.

The Landlord filed seeking a Monetary Order to keep all or part of the security deposit. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act.

The Tenant filed seeking an Order seeking return of the security deposit and recovery of the filing fee. The Tenant did not participate in the conference call hearing and accordingly, I dismiss the Tenant's application.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord eligible to keep all or part of the security deposit?

Background and Evidence

The tenancy began on March 1, 2010 and ended on January 31, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$375.00 and a move-in inspection was completed with both the Landlord and Tenant. Upon move-out, the Landlord and Tenant agreed to a move-out inspection for the same day, January 31, 2011 at 10:00. As the Tenants were not completed their move, they agreed to hold a second inspection on the same day at 3:00 p.m. At the time of both

inspections, the Landlord noted to the Tenant that the carpets required cleaning. The Tenant became verbally abusive with the Landlord and the Landlord did not finish the inspection with the Tenant and left. The Landlord returned the following day and completed the inspection. The inspection report was provided to the Tenant at the same time as the Hearing package was served.

The Landlord provided pictures of a kitchen cupboard, two shelves of the fridge, a bathtub and a kitchen vertical blind window covering. The move-out report notes that the bathroom tub was stained but no cleaning was noted to be required. The report does not note cleaning necessary to any kitchen window covering but notes that the fridge requires cleaning. The Landlord stated at the Hearing that the one shelf of the fridge was stained with something that could not be removed. The Landlord provided an invoice that showed 3 hours of light cleaning was carried out to the walls, windows, kitchen and bathroom for a cost of \$60.00.

The move-out report does not note any cleaning required to the carpets other than to one bedroom. This room is noted in the move-in report as having a stain on the carpet and the move-out report notes a wax stain in the same bedroom. The Landlord provided an invoice for cleaning of all the carpets in the unit at a cost of \$112.00.

The Landlord's application notes that the Tenants left junk beside the dumpster and that the Landlord was charged by the Strata for this removal. The Landlord stated at the Hearing that no bill has been received for that junk removal from the Strata to date. The Landlord claims \$150.00 for this cost.

The quantum of the Landlord's monetary claim is **\$322.00**.

Analysis

A move-in and move-out condition report is evidence of the condition of the unit unless there is a preponderance of evidence to the contrary. Accepting these reports and taking into account the additional evidence provided by the Landlord, I find that minor cleaning was required to the kitchen and bathroom. Noting that the bill provided by the

Landlord include cleaning to walls and windows that are not noted as requiring cleaning in the move-out report, I find that the Landlord has established a cost equal to 1/3 of that cleaning bill, or \$20.00, for items that required cleaning after the Tenants moved out. In relation to the carpets, I find that since the Tenants were in the unit for 11 months, it would have been reasonable for them to have cleaned the carpets upon move-out. I find that the Landlord has established a cost of \$112.00 for that cleaning.

As the Landlord was not billed from the strata, the Landlord was not able to satisfy that any loss for junk removal has been incurred to date. I therefore dismiss this part of the application with leave to appeal, should the Landlord be able to establish this cost.

I find that the Landlord has established a total monetary claim of \$132.00 (112.00 + 20.00) for cleaning costs. The **security deposit** will be off-set from the entitlement calculated as follows:

Cleaning costs	\$132.00
Less Security Deposit and interest <i>to date</i>	-375.00
Total Security Deposit Remaining	\$243.00

I order the Landlord to return the remainder of the security deposit of \$243.00 forthwith to the Tenants.

Conclusion

I Order that the Landlord retain \$132.00 from the security deposit and interest of \$375.00 in satisfaction of the claim and I order the remaining amount of **\$243.00** be returned forthwith 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: April 11, 2011.

Residential Tenancy Branch