



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF, MNSD, RR

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order cancelling a 10 day Notice to End Tenancy that was given for non-payment her rent, a request for an order for return of the security deposit in the amount of \$700.00, a request for a rent reduction, and a request for recovery of the filing fee

### Background and Evidence

The applicant testified that:

- She is no longer requesting an order cancelling the 10 day Notice to End Tenancy, because she has vacated the rental unit.
- She is still requesting an order that her security deposit be applied towards outstanding rent.

- She is also requesting an order for the cost of cleaning supplies and cleaning, as she believes that the rental unit was not in a reasonably clean condition when she moved in.
- She is also requesting reimbursement of money she paid to have weather-stripping around the entry door which had no proper weather-stripping.

The applicant is therefore requesting an order as follows:

Carpet cleaning costs	\$88.48
Cleaning supplies	\$43.48
Light bulbs	\$9.99
Filter for range hood	\$15.33
16 hours labour for cleaning	\$240.00
Weather-stripping of front door	\$145.00
Return of security deposit	\$700.00
Filing fee	\$50.00
Total	\$1292.28

The applicant further requested she be allowed to deduct the above from monies owed to the landlord for rent.

The respondent/landlord testified that:

- The rental unit was completely cleaned professionally before the tenant moved into the rental unit.
- The carpets had been professionally cleaned before the tenant moved into the rental unit.
- He did agree to pay for some light bulbs that were missing, however expected a bill for approximately \$5.00.
- The rental unit needed no further cleaning, and the only reason further cleaning was done by the tenant is that it was not up to her standard however it was in an acceptably clean condition when the tenant moved in.

- There was nothing wrong with the weather-stripping round the door, and the only reason there was a gap at the bottom of the door is because the door sweep needed adjusting.
- None of these problems were brought forward to the landlord throughout the whole term in the tenancy, and were only brought forward in June 2011 when the tenant refused to pay the rent.

The landlords therefore believe that this full claim should be dismissed.

### Analysis

#### Security deposit

The tenant has already withheld the amount of the security deposit from her last month's rent even though she did not have the right to do so and I will make no order regarding the security deposit. Further since the tenant has already informed the landlord that the security deposit is to be applied towards the last month's rent, it is my decision that the tenant has no further claim against the security deposit.

It is also my decision that the tenant has not met the burden of proving that the rental unit was in need of further cleaning and repairs when she moved into the rental unit.

I find it very suspicious that no claim for cleaning and repairs was filed until the tenant decided to withhold rent a full two months after the tenancy began.

Further although the tenant claims that the photo evidence was taken prior to moving into the rental unit, the tenant has supplied no evidence in support of that claim.

Further although the tenant claims to have invoices for the cleaning and cleaning supplies, she has supplied no invoices to this hearing.

Further although the tenant claims to have paid \$145.00 for weather-stripping, I am not convinced that new weather-stripping was required, and in fact the invoice was not simply for weather-stripping there were other items on the same invoice.

Conclusion

This application is dismissed in full without leave to reapply, and it is my decision that the tenant did not have the right to withhold any money from the June 2011 rent.

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: July 15, 2011.

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Residential Tenancy Branch