



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on October 1, 2005 and ended on June 30, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$565.00. The Tenant states that a \$50.00 deposit was also paid for a key approximately two months into the lease. The Landlord states that they have no record of this money being taken as security for the key. The Tenant provided a description of the circumstances around the payment of the \$50.00. While a move in and move out condition inspection was completed between the Parties, the Landlord did not file the move-out report as evidence.

The Landlord states that the Tenants left the unit with unclean carpets and curtains and that they were required to have this cleaning done professionally as specified in a

move-out list. It is noted that the professional cleaning of the carpets is not a term contained in the tenancy agreement. The Landlord submitted receipts for the cleaning of the carpets and drapes and claims the total amount of \$140.00.

The Tenant states that although the carpets were steam cleaned at move-out, the job done by the Landlord resulted in cleaner carpets and the Tenant therefore does not dispute this part of the claim. The Tenant states that the curtains were cleaned at move-out and provided both pictures and video as evidence.

The Tenant states that as they fully complied with their obligations at move out and acted consistently in good faith, they should not be responsible for the filing fee.

Analysis

Given the agreement between the Parties that the Tenants will assume the cost of the Landlord's cleaning of the carpets, I find that the Landlord is entitled to the amount of **\$85.00**. Given the supporting evidence of the Tenants of clean drapes and considering that the tenancy agreement does not include a term for the professional cleaning of the drapes at move out, I find that the Landlord has not proven on a balance of probabilities that the curtains required professional cleaning as claimed by the Landlord and I dismiss this part of the application. As the Landlord has not been successful with that part of the claim that was disputed by the Tenant, I decline to make a finding in relation to the filing fee. Given the evidence of the Tenant on the payment of a deposit on an extra key, I find that the Landlord took this deposit and is therefore obligated to return this sum to the Tenant.

I order the Landlord to deduct the amount of \$85.00 from the key deposit of \$50.00 plus the security deposit and interest of \$585.00 and to return the remaining amount of \$550.00 to the Tenants. I provide a monetary order to the Tenants for this amount.

Conclusion

I order that the Landlord retain the amount of \$85.00 from the key plus security **deposit** and interest of \$635.00 in satisfaction of the claim and I grant the Tenant an order under Section 67 of the Act for the balance due of **\$550.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 12, 2011.

Residential Tenancy Branch