

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain all or part of the security deposit?

### Background and Evidence

This Tenancy began on November 26, 2009 on a fixed term tenancy until November 30, 2010 and then thereafter on a month to month basis as shown in the submitted copy of the signed tenancy agreement. A security deposit of \$497.50 was paid on November 20, 2009. A condition inspection report for both the move-in on November 26, 2009 and the move-out on August 31, 2011 was completed. The Tenant's forwarding address was provided on the move-out portion of the condition inspection report.

Both parties have given detailed reference to the evidence package submitted by the other. The Tenant has confirmed receiving the notice of hearing and the Landlord's evidence package. The Landlord has confirmed receipt of the Tenant's evidence package.

The Landlord is seeking to claim \$163.00 in cleaning costs from the Tenant. The Landlord claims that the Tenant left the rental unit dirty and relies on the submitted copy of the condition inspection report. The Landlord has also submitted photographs. The Tenant disputes this claim stating that the unit was returned in the condition that it was received. The Tenant also states that they engaged a professional cleaner and has provided a copy of an email voucher for a cleaning service. The Tenant has provided photographs of another rental unit for comparison.

### Analysis

As both parties have attended the hearing and have made detailed reference to the evidence submitted by the other party, I am satisfied that each has been properly served with the notice of hearing and evidence packages.

The Tenant has not provided any evidence of actual cleaning or anything that would contradict the condition inspection report for the move-out. The condition inspection report shows that the unit was newly painted, newly tiled and re-finished floors and showed to the Tenant in a satisfactory condition that was accepted as a fair representation of the rental unit.

I find based on the documentary (cleaning invoice and condition inspection reports for the move-in and move-out) and direct testimony evidence by both parties and on a balance of probabilities that the Landlord has established a claim for the \$163.00 in cleaning costs. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord may retain the balance due of \$213.00 from the \$497.50 security deposit in partial satisfaction of the claim. The Landlord is to return the remaining \$284.50 to the Tenant.

### Conclusion

The application is granted and the Landlord may retain \$213.00 from the \$497.50 security deposit. The Landlord is to return the remaining \$284.50.

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: November 29, 2011.

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Residential Tenancy Branch