



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* to retain a portion of the security deposit for cleaning of the rental unit and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on May 15, 2010 and ended on August 26, 2011. The monthly rent was \$795.00. Prior to moving in, the tenant paid a security deposit of \$392.50.

The landlord conducted move in and move out inspections in the presence of the tenant. Upon move out, some areas needed cleaning. The tenant did not agree to the landlord's deduction off the security deposit. The landlord filed receipts and photographs in support of his claim.

The tenant stated that the caulking around the sink and the toilet had deteriorated and he informed the landlord about the problem. The landlord stated that he contacted the tenant, but was unable to obtain an appointment to fix the problem.

The landlord is claiming the following:

1.	Cleaning of window coverings	\$87.64
3.	General cleaning plus supplies	\$120.00
4.	Filing fee	\$50.00
	Total	<b>\$358.44</b>

## **Analysis**

The tenant agreed that he did not clean the window coverings, because he did not think they needed to be cleaned. He also agreed to the cost of the carpet cleaning. Therefore the landlord is entitled to his claim for these items.

Based on the photographs filed by the landlord, I find that the discoloration around the sink and toilet is due to the absence of caulking. I also find that the photographs do not depict a unit that is in need of a lot of general cleaning. Based on the evidence in front of me and the testimony of both parties, I find it adequate to award the landlord \$50.00 for general cleaning

The landlord has proven most of his claim and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Cleaning of window coverings	\$87.64
3.	General cleaning plus supplies	\$50.00
4.	Filing fee	\$50.00
	Total	<b>\$288.44</b>

I order that the landlord retain this amount from the security deposit of \$392.50 in full satisfaction of his claim. I also order the landlord to return the balance of \$104.06 to the tenant within 15 days of receipt of this decision.

## **Conclusion**

The landlord may retain \$288.44 from the security deposit.

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 18, 2011.

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Residential Tenancy Branch