



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened in response to applications filed by both the landlord and the tenant.

The landlord seeks:

1. A monetary Order;
2. An Order to be allowed to retain the security deposit; and
3. Recovery of the filing fee paid for this application.

The tenant seeks

1. Recovery of the security deposit; and
2. Recovery of the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Is either party entitled to the Orders sought?

### Background and Evidence

The landlord testified that they expended the following sums to clear the rental unit and make repairs at the end of this tenancy:

Cleaning	\$219.60
Remove oil stain	84.00
Fireplace cleaning	140.00
Total	\$593.60

The landlord provided a condition inspection report prepared at move-in and move-out. The move-out portion indicates numerous issues with respect to the condition of the rental unit at move-out and the report is signed by the tenant. The landlord submits that the property was left dirty, the carpets were not cleaned, there were items left behind oil stains on the cement carport pad had not been cleaned and the tenant had run into the carport wall causing damage to the wall and resulting in the door not closing. The landlord submits the clean up and repairs actually amounted considerably more than what is being requested however the landlord is only seeking \$440.06 representing the \$425.00 security deposit paid June 15, 2055 recovery of the filing fee.

The tenant agrees that she signed the report but says she did not realize that in signing it she was agreeing to the report. The tenant testified that she did not clean the carpet because the landlord told her not to do so, further the tenant says the landlord told her the carport was being torn down so the tenant did not clean the oil on the cement or repair the damage to the wall.

With respect to the carport the landlord submitted that there was discussion that the carport might be torn down however the landlord decided not to tear it down and, even if the carport had been torn down the cement pad would have been retained to build a new carport and it was therefore necessary to clean the pad.

### Analysis

The landlord has provided testimony of the condition of the rental unit at move-out as well as a condition inspection report signed at move-out by the tenant which report supports the testimony of the landlord. In response the tenant testified that she wasn't aware she had to clean certain items, or that she was told cleaning was not necessary, further that she did not understand that when she signed the condition inspection report she was agreeing what it said about the condition of the rental unit at move-out. I find the landlord's version of events to be well supported by her testimonial and documentary evidence. I do not find the landlord's claim to be unreasonable given the state of the property as recorded on the condition inspection report at move-out and I do find it unreasonable to believe that the tenant did not know that when she put her signature to that document she was agreeing with what the document said.

Conclusion

I will therefore allow the landlord's claim and dismiss the tenant's claim. I will allow the landlord to retain the security deposit of \$425.00 and \$15.06 in interest in full satisfaction of the landlord's claim.

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: December 14, 2011.

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Residential Tenancy Branch