



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF  
                                 MNDC, MNSD, FF

### Introduction

This hearing dealt with cross application by the landlord and tenant. The application by the tenant is for return of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee. The application by the landlord is to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

### Background and Evidence

This tenancy began July 1, 2009 with monthly rent of \$1270.00 and the tenant paid a security deposit of \$635.00.

The landlord testified that when the tenant vacated the rental unit that the unit had not been thoroughly cleaned, the blinds had not been cleaned and there were stains on the carpet. The landlord stated that 10 hours was spent cleaning the rental unit at a cost of \$250.00, there was a \$150.00 charge for cleaning the blinds and \$150.00 for removing a stain on the carpet.

The landlord stated that the charges for cleaning the rental unit are noted on the move out condition inspection report that was completed with the tenant and the landlord sent the tenant a cheque for the \$85.00 balance plus the \$75.00 key deposit. The landlord stated that the tenant had not agreed with the charges noted on the move out condition report and refused to sign it.

The landlord stated that in mid November when they were trying to show the rental unit to prospective tenants it was very difficult as the tenant had so many belongings in the rental unit. The landlord stated that the bedroom was so full of the tenant's personal belongings that they could not get the door open far enough to even enter the room.

The tenant stated that she had cleaned the rental unit thoroughly and that the landlord continually harassed the tenant and threatened the tenant with costs for repairs once the tenant had given notice. The tenant stated that these conversations had taken place at least 6 or 7 times and she became very scared. The landlord responded by stating that she had spoken to the tenant perhaps twice during this time and this was to inform the tenant of what and how to clean prior to vacating and that this is standard protocol.

The tenant stated that the landlord had sent her a letter with an invoice of \$1090.00 for repair of the ceiling and that the tenant could potentially be responsible for \$2000.00 to \$3000.00 for replacement of the carpet. The tenant stated that the landlord was very rude and threatening and told the tenant she lived in a pigsty. The tenant stated that she had to make repeated trips to the Residential Tenancy Branch office because of the landlord's accusations and threats and lost income because of this.

The tenant claimed that the photographic evidence submitted by the landlord is not of her rental unit and that the photographs submitted by the tenant shows the true condition of the rental unit. The landlord stated that a statement submitted by their cleaner confirms the condition of the rental unit and that the blinds, counters etc. had a sticky substance on them. The landlord stated that she had sent the tenant copies of the receipts for the ceiling repair and carpet replacement to show the tenant how high the expenses had been for the landlord but that the tenant was only being charged \$550.00.

The tenant stated that the rental unit was spotless when she vacated, the cleaning job was not professional but 'common sense' and that she 'didn't do a perfect job'.

### Analysis

Based on the documentary evidence and testimony of the parties I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for cleaning costs.

Photographic evidence submitted by the landlord shows that cleaning was required in the rental unit and based upon these photos I find the landlord's charges to be reasonable. And while the tenant refutes the landlord's photographs as not being from her rental unit, when the photographs from the landlord and tenant are compared there are recognizable similarities.

Accordingly I find that the landlord is entitled to a monetary order for \$550.00.

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for money owed or compensation due to damage or loss.

I find that the landlord was acting in their capacity as a landlord when communicating with the tenant and while the tenant may have felt harassed, I find that the actions of the landlord were not meant to either intentionally or unintentionally cause harm to the tenant.

A claim in Tort is a personal wrong caused either intentionally or unintentionally and in all cases, the applicant must show that the respondent breached the care owed to him or her and that the loss claim was a foreseeable result of the wrong. I do not find on a balance of probabilities that the tenant's claim rises to that requirement. Therefore this portion of the tenant's claim is dismissed without leave to reapply.

As the landlord has been successful in their claim to keep all or part of the security deposit, the tenant's claim for return of the security deposit is dismissed without leave to reapply.

The tenant's application is dismissed without leave to reapply.

### Conclusion

The tenant's claim is dismissed in its entirety without leave to reapply.

I find that the landlord has established a monetary claim for \$550.00 in cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$550.00 security deposit in satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$50.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 22, 2012

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Residential Tenancy Branch