



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlords agents attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the landlord entitled to keep the security deposit?

Background and Evidence

Both parties agree that this tenancy started on November 15, 1998. This had reverted to a month to month tenancy and rent for this unit was \$785.00 per month due on the first day of each month. The tenant paid a security deposit of \$310.00 on November 14, 1998. This landlord took over the building in 2002 and the tenant confirmed a move in inspection was done of the property in 1998 and the parties confirmed a move out

inspection was completed at the end of the tenancy. The tenant vacated the rental unit on February 29, 2012 and gave the landlord a forwarding address in writing on this day.

The landlord's agent testifies that a previous building manager who is no longer working for the company completed the move out inspection with the tenant. That building manager noted on the inspection report that everything in the unit was satisfactory. The landlord's agent testifies that they went into the unit later and found that the unit had not been left in a reasonable clean condition. The landlords agents testify that they were easily able to pull out the fridge and stove and found the areas on the sides, underneath and behind these appliances were very dirty. The landlords agent testifies that they gave the tenant the opportunity to come back to the unit to do some more cleaning but when the tenant came to the unit he refused to do this work and showed the landlords' agents a fact sheet which said the tenant did not have to clean behind the appliances unless they were on rollers.

The landlords agent (DNT) states there were other areas which were also left unclean and this agent testifies that she spent two days cleaning the unit including the inside of the fridge and stove, light fixtures, the bathroom, kitchen cabinets, the stove hood, floors, windows and window tracks, doors, electrical panel, switch plates, plug covers and shelves. The drapes were also dirty and had to be washed. The landlord's agent has provided an itemized list of the cleaning that was carried out and an invoice showing a cost of \$240.00. The landlord has provided photographic evidence of the stove, oven and hood, the drapes, fridge, lights, switch plates, toilet bowl, window tracks, blinds, and work surfaces cleaned.

The landlord seeks an Order to keep the sum of \$310.00 from the security deposit.

The tenant disputes the landlords claim. The tenant testifies that he was not responsible to clean behind the stove and fridge as they were not on rollers and he did not want to move these appliances in case the flooring was damaged. The tenant testifies that he did clean the unit thoroughly before the end of his tenancy and did this to the best of his

ability with the help of his girlfriend. The tenant states that the previous property manager said that everything was satisfactory both at the inspection and on the move out report.

The tenant testifies that the blinds were over 15 years old and he did not want to wash them and take responsibility for any damage caused to them by washing them.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. I have reviewed the documentary evidence in the form of the move out inspection report, the photographic evidence of the unit and the cleaning invoice and find that despite the information on the move out inspection the other evidence shows that the rental unit was not left in a satisfactory condition.

Section 32 of the Act states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access..

The evidence before me shows that the tenant did not clean the accessible areas such as the oven, stove top and fan, the interior of the fridge, the work surfaces in the kitchen, the toilet, the light fixtures, the switch plates, window tracks, and the drapes. I am not satisfied that the fridge and stove could easily be moved by the tenant as the landlord agrees these appliances were not on rollers and therefore it is not the tenants responsibility to move these appliances. Consequently, I must limit the landlords claim for cleaning to the sum of **\$180.00**.

As the landlord has been partially successful with their claim the landlord is entitled to recover half the filing fee to the sum of **\$25.00** pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in partial favor of the landlords claim to keep part of the tenant's security deposit. I ORDER the landlord to keep \$205.00 from the security deposit comprised of \$180.00 cleaning fee and \$25.00 filing fee pursuant to s. 38(4)(b) of the *Act*. The balance of the deposit of \$105.00 plus accrued interest of \$35.51 must be returned to the tenant.

A Monetary Order has been issued to the tenant to the sum of **\$140.51**. The order must be served on the landlord and is enforceable through the Provincial Court 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: May 17, 2012.

Residential Tenancy Branch