



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD and FF

This application was brought by the landlord on May 11, 2012 seeking authorization to retain a portion of the tenants' security deposit in set off against the cost of general cleaning, carpet cleaning, light bulb replacement and recovery of the filing fee for his proceeding.

As a matter of note, the tenants were represented by the male tenant who I cautioned on his conduct shortly after the hearing began when he used the term "fat ass" in reference to the landlord, to which caution he responded, "f.... off" and hung up. He rejoined the conference shortly after, and used similar language toward the landlord before hanging up. Finally, he rejoined the conference again, and threatened to personally retrieve his money from the landlord and to appeal the decision.

The tenant had submitted a comprehensive written reply to the landlord's claims on which I relied in reaching a decision.

### Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to retain a portion of the security deposit as requested.

Claims in damages require that several factors be taken into account: the comparison of move-in vs. move-out condition inspection reports, whether damages are proven and attributable to the tenants, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. The burden of proof falls to the applicant.

### Background, Evidence and Analysis

This tenancy initially began on August 21, 2009 and ended on April 30, 2012. Rent was \$1,395 per month and the landlord holds a security deposit of \$697.50 paid at the beginning of the tenancy.

While he was in attendance, the tenant took issue with the move-out condition inspection report, noting that some items had been pencilled in by the landlord after his wife had signed it.

The landlord acknowledged having done so with the explanation that this was her first experience as a landlord. The pencilled in changes included notations of food having been left behind, a couple of light bulb and missing ballast in need of replacement and changing a number of items from "G" for good, to "DT" meaning dirty.

The landlord's written comments on the inspection report stated that one bedroom wall was marked and needs painting, the suite needs to be cleaned and walls, cupboards and appliances need to be washed and floors vacuumed and washed.

The comments of the female tenant who participated in the inspection stated that the bedroom wall needed only touch-up and the house does not need an entire cleanup, landlord is overstating conditions. Floor needs to be cleaned.

Given the discrepancies, I have relied on the photographic evidence submitted by the landlord and corroborating evidence where available.

The landlord claims and I find as follows:

**General cleaning - \$175.** The landlord gave evidence that she had done some of the cleaning herself, but hired a professional to complete the work. She engaged the cleaner in question over another estimate of \$350 from another supplier in an effort to minimize the costs. She stated that the rental unit was new at the beginning of the tenancy and, therefore, pristine.

She gave evidence that when she arrived for the scheduled inspection, the tenants were still completing their move so she waited until they were ready.

The attending tenant gave evidence that he had cleaned for a number of days and that the rental unit had been left in excellent condition.

Photographic evidence submitted by the landlord included dirt in the window tracks and on the hardwood floors, items left behind in the cupboards, dirt in the dishwasher, food spilled on a cupboard, dirt on another cupboard, food stuck on the stove top, a non-working light fixture due to removal of the ballast, and unfinished patches on a the bedroom wall.

An itemized submission from the professional cleaner claimed seven hours work at \$25 per hour and included vacuuming floors and carpets not done, washing the bathroom, door and fixtures, cleaning the laundry room and fixtures, chandelier, balcony and windows, window blinds, closet shelves, walls, kitchen appliances and floors.

Residential Tenancy Policy Guideline 1-2 which sets out landlord and tenant responsibilities makes the tenant responsible for the all of the items claimed.

I note that the landlord has not claimed for paint touch up or replacement of the ballast and her own cleaning.

Therefore, on the preponderance of evidence, I find this claim should be allowed in full.

**Carpet cleaning - \$72.80** The previously cited policy guideline also states that: “....Generally, at the end of the tenancy, the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.” In addition, in the present tenancy, the tenants had a cat which would have mandated carpet cleaning. This claim is allowed in full.

**Light bulb replacement - \$15.66.** In his written submission, the tenant concurred with the claim for light bulb replacement and the claim is allowed in full.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Thus, I that accounts balance as follows:

Tenants' Credits	
Award to Landlord	

General cleaning	\$175.00	
Carpet cleaning	72.80	
Light bulbs	15.66	
Filing fee	<u>50.00</u>	
Sub total	\$313.46	- <u>313.46</u>
<b>TOTAL to be returned to tenants</b>		<b>\$384.04</b>

### Conclusion

I hereby authorize and order pursuant to section 72 of the *Act* that the landlord retain **\$313.46** from the tenants' security deposit and must return **\$384.04** to the tenants. In the interest of finalizing this matter, the tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for service on the landlord.

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: July 09, 2012.

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Residential Tenancy Branch