



# 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* for a monetary order to retain a portion of the security deposit to cover the cost of cleaning the rental unit after the tenants moved out. The landlord is also filing for the recovery of 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 December 01, 2010 for a fixed term of one year. At the end of the term, the tenancy continued on a month to month basis. The rent was \$2,000.00 payable on the first of each month. Prior to moving in the tenant paid a security and pet deposit in the amount of \$2,000.00.

Move in and move out inspections were conducted in the presence of the tenant. The report shows minimal discrepancies at the start of tenancy. At the end of tenancy, the unit was described as in need of cleaning. The landlord filed photographs which confirm that there was cat hair scattered inside the unit, the refrigerator and stove were dirty and some floors needed cleaning. The report states, as written by the landlord that the unit was "95% clean".

The landlord agreed that he assessed the unit as 95% clean, but said he did so in error. He hired a cleaning service and filed a receipt in the amount of \$252.00. The tenant agreed that the unit was in need of cleaning but did not agree to the number of hours of cleaning that the landlord was charging for. The landlord returned the balance of the pet and security deposits and retained \$252.00. On June 14, 2012, the landlord applied to keep this amount.

The tenant offered to settle the dispute by allowing the landlord to retain \$100.00 towards cleaning. The landlord did not accept the offer.

### **Analysis**

Based on the landlord's evidence and testimony of both parties, I find that the rental unit was cleaned by the tenants prior to moving out, but it was not fully cleaned. The landlord agreed at the time of the move out inspection, that the unit was 95% clean. The invoice filed by the landlord is for 7.5 hours of cleaning.

Based on the evidence in front of me, I find that the unit was not fully cleaned by the tenants but since the landlord described it as 95% clean, I find that it did not warrant 7.5 hours of cleaning. On a balance of probabilities and based on the documentary evidence, I find that it is more likely than not that the unit required about 3 hours of cleaning and therefore I find that the offer the tenant made to the landlord was reasonable.

Accordingly I award the landlord \$100.00 towards the cost of cleaning. The tenant had made this offer at the end of tenancy, but the landlord chose to make application to retain the full cost of cleaning. Since the landlord has not proven his case, he must bear the cost of filing his application. Therefore, his claim for the recovery of the filing fee is dismissed.

### **Conclusion**

I hereby order that the landlord retain \$100.00 from the security deposit and return the balance of \$152.00 to the tenant within 15 days of receiving this decision.

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: August 22, 2012.

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Residential Tenancy Branch