



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, O, FF

Introduction

This hearing dealt with an application by the landlord for an order permitting her to retain part of the security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Should the landlord be permitted to retain part of the security deposit?

Background and Evidence

The parties agreed that the tenancy began on May 1, 2010 at which time the tenant paid a \$475.00 security deposit and ended on July 31, 2012. They further agreed that the rental unit is a fully furnished suite.

The landlord testified that the rental unit had not been sufficiently cleaned at the end of the tenancy. She testified that there was dirt and hair under furniture and appliances and provided photographs showing that the stove was soiled as well as marks on one wall and dust along a baseboard. The landlord further testified that the balcony area had removable wooden tiles and that the tenant had failed to remove the tiles to sweep underneath. The landlord provided evidence showing that she paid \$180.00 to have the entire unit cleaned. The tenant testified that the areas in question were not cleaned when she moved into the unit and further testified that because there was no condition inspection of the unit at the beginning of the tenancy, there was no way to know whether the soiled areas were as a result of her tenancy or a prior tenancy.

The landlord testified that at the outset of the tenancy, the couch was in good condition as evidenced by a document entitled "Unit Inventory" which itemized the items in the rental unit. On the final page of that inventory above the tenant's signature is a sentence which reads, "I acknowledge that everything else is in good condition and fully functioning." The parties agreed that at the end of the tenancy, there was a pale stain on the couch. The tenant testified that it must have been there at the outset of the

tenancy as she hardly used the couch and did not spill anything on it. She claimed that she signed the inventory as she thought that her signature merely acknowledged that the items were in the rental unit rather than their condition. The landlord seeks to recover \$112.00 spent to clean the couch, although the cleaning attempt was unsuccessful.

The landlord seeks to recover the cost of an additional ferry trip to the mainland which she had to undertake in order to inspect the unit. The landlord also seeks to recover the cost of printing photographs and recovery of the \$50.00 filing fee paid to bring her application.

Analysis

First addressing the claim for cleaning costs, section 37(2) of the Act requires a tenant to leave the rental unit reasonably clean at the end of the tenancy. If the tenant had found the unit unclean at the outset of the tenancy, it was open to her to request that the landlord clean it. The tenant is not entitled to leave the unit unclean at the end of the tenancy because that is the condition in which she found it. I find no evidence to show that the landlord specifically told the tenant that she should remove the wooden tiles on the balcony and clean beneath them and I find that the tenant would not have known that the landlord expected her to dismantle the flooring on the balcony. I find that the tenant was not responsible to clean beneath the tiles. I find that some additional cleaning was required to bring the unit to a reasonably clean condition, but that 3 hours of cleaning is excessive as the tenant was not required to leave the unit in spotless condition. I find that an award of the cost of 1 hour of cleaning will adequately compensate the landlord and I award her \$60.00.

Because the Unit Inventory contains a statement that the items are in good condition immediately above the tenant's signature, I find it more likely than not that the couch was in good condition at the start of the tenancy. I find it unlikely that the parties would have overlooked the stain as it is clearly evident and I find that the tenant should be held responsible for the attempt to clean the stain. I award the landlord \$112.00.

I dismiss the landlord's claim to recover ferry costs. The landlord chose to operate her business in a city in which she does not reside and the tenant cannot be held responsible for the cost of the landlord's travel. I also dismiss the claim for the cost of developing photographs as under the Act, the only litigation-related expense I am empowered to award is the cost of the filing fee.

As the landlord has been partially successful, I award her \$25.00, which is one half of the filing fee.

Conclusion

The landlord is awarded \$197.00 which represents \$60.00 for suite cleaning, \$112.00 for couch cleaning and \$25.00 for the filing fee. I order the landlord to retain \$110.00 from the \$475.00 security deposit and I order her to return the balance of \$278.00 to the tenant forthwith. I grant the tenant a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court 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: October 19, 2012

Residential Tenancy Branch