



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; 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 landlord attended the conference call hearing, gave sworn testimony. 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 a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to keep all or part of the tenant's security deposit?

Background and Evidence

The landlord testifies that this tenancy started on April 01, 2012. This was a fixed term tenancy which was due to expire on September 30, 2012. The tenant vacated the rental unit on August 30, 2012. Rent for this unit was \$600.00 per month due on the 30th of each month in advance. The tenant paid a security deposit of \$300.00 on March 29,

2012. A move in and a move out inspection of the property was attended by both parties and the tenant gave the landlord a forwarding address in writing on August 31, 2012.

The landlord testifies the tenant ended the tenancy a month early on August 30, 2012. The landlord testifies they had to advertise the unit for rent in Kijiji and the tenant agreed to pay the advertising costs of \$25.98.

The landlord testifies the rules for the tenancy stipulate that the tenant must shampoo the carpets at the end of the tenancy. The tenant failed to do so and the stairs and living room rug had to be professionally cleaned at a cost of \$88.48. The landlord has provided a copy of the carpet cleaning receipt in documentary evidence.

The landlord testifies that the tenant failed to leave the rental unit in a clean condition at the end of the tenancy. The landlord agrees that the kitchen and living room are common areas shared with other tenants however this tenant failed to leave the fridge, freezer, stove, oven and microwave clean as shown on the move out condition inspection report. The landlord testifies that he and his wife cleaned these areas for three hours and seek to recover \$14.00 an hour for this work to the sum of \$42.00.

The landlord testifies that the tenant failed to leave his bathroom in a clean condition. This was cleaned by the landlord's wife who took two hours to clean at \$14.00 per hour and seeks the sum of \$28.00.

The landlord testifies the tenant failed to clean the kitchen counter tops or the floor and failed to wipe kitchen cabinets. The landlord testifies the landlord and his wife also had to sweep and mop the living room and bedroom floors, clean the tenant's bedroom windows clean the tenant's bedroom blinds and wash the tenant's sheets, pillows and comforters. The landlord testifies he and his wife did this work over two and half hours at \$14.00 an hour and seeks the sum of \$35.00.

The landlord seeks to recover the \$50.00 filing fee paid for this application from the tenant and seeks an Order to be permitted to keep part of the tenant's security deposit.

The tenant does not dispute that he agreed to pay the cost for advertising the unit on Kijiji of \$25.98; the tenant does not dispute the landlords claim for cleaning his bathroom and some areas of his bedroom such as the bedding. However the tenant does dispute the landlords claim for cleaning the common areas and the carpets as the tenant testifies these are common areas shared by other tenants and the tenant did not have sole use of these areas and should not be held solely responsible for paying to have them cleaned.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. With regard to the landlords claim for cost incurred to advertise the unit. I find the tenant does not dispute this and the landlord is therefore entitled to keep the sum of **\$25.98** from the tenant's security deposit.

With regard to the landlords claim to clean the tenants bathroom, As the tenant does not dispute this portion of the landlords claim for cleaning I find the landlord is entitled to keep the sum of **\$28.00** from the tenants security deposit.

With regard to the landlords claim for sweeping and mopping the tenants bedroom floor, for cleaning the windows and blinds and for washing the tenants bedding. I find as the tenant had sole use of this area and these items then the landlord is entitled to keep the sum of **\$15.00** from the tenants security deposit.

With regard to the landlords claim for carpet cleaning, cleaning kitchen appliances and, cleaning the kitchen and living room; it is my decision that these are common areas and the landlord has not shown that any of these areas were left unclean by this tenant. As the tenants residing at this address all shared these areas then it would be difficult for the landlord to apportion blame or hold one tenant responsible for the costs of cleaning when each tenant has separate tenancy agreements starting and ending at different

times. I also find it unreasonable of the landlord to expect a tenant to shampoo carpets each time a tenant moves out even if this is documented in the tenancy rules the Residential Tenancy Policy Guidelines #13 state:

"Tenants in common" sharing the same premises or portion of premises may enter into separate tenancy agreements with a landlord. A tenant in common has the same rights and obligations as an ordinary tenant with a separate tenancy, and is not responsible for debts or damages relating to the other tenancy.

Consequently It is my decision that the landlord is not entitled to keep part of the tenants security deposit for cleaning these areas as the landlord has not shown that the tenant is solely responsible for not cleaning these areas or that these are damages or cleaning relating to other tenancies.

As the landlord has been partially successful with his claim I find the landlord may recover half the \$50.00 filing fee and the sum of **\$25.00** will be deducted from the tenants security deposit.

The landlord may therefore deduct the following sums from the security deposit:

Advertising fees	\$25.98
Cleaning the bathroom	\$28.00
Cleaning in tenants room	\$15.00
Filing fee	\$25.00
subtotal	\$93.98
Security Deposit	\$300.00
Amount of security deposit to be returned to the tenant	\$206.02

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. The landlord is entitled to retain the sum of \$93.98 from the tenant's security deposit.

The balance of the deposit must be returned to the tenant and the tenant has been issued with a Monetary Order for the sum of **\$206.02**. This 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: November 21, 2012.

Residential Tenancy Branch