



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order permitting them to retain part of the security deposit. Both parties were represented at the conference call hearing.

Issue to be Decided

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

Background and Evidence

Most of the facts were not in dispute. The parties agreed that the tenants paid a \$710.00 security deposit at the outset of the tenancy and that at the end of the tenancy, the tenants agreed that the landlord could retain \$165.20 for the cost of cleaning carpets and replacing keys and fobs.

The landlord claimed that the unit was not adequately cleaned at the end of the tenancy and that it required a further 4 hours of cleaning. The landlord testified that the tenants were charged for just 3 hours of additional cleaning at a rate of \$20.00 per hour because the landlord chose not to charge for the cost of cleaning the balcony.

The landlord provided photographs of the rental unit and testified that the photos were taken shortly after the move-out condition inspection was completed. The landlord testified that all of the windows had a residue on the inside and had to be cleaned and that the blinds, stove top and burners, kitchen cabinets, hood fan and sink had to be cleaned as well. The agent who performed the cleaning testified that after she cleans a unit, everything is like new.

The tenant also provided photographs of the rental unit taken at the time the condition inspection was completed and testified that she had thoroughly cleaned the rental unit,

following the landlord's specific instructions. She testified that the landlord advised her to use oven cleaner and that she did so, but that the cleaner failed to remove all of the marks from the stovetop and burner pans.

Analysis

I do not find there to be a significant discrepancy between the landlord's photographs and the tenants' photographs. Both sets of photos show that there was some soiling on the stovetop. The landlord's photographs are taken from an angle which shows that the windows are streaked and also include photographs of the cupboards and marks thereon.

The Act requires that tenants leave the rental unit in reasonably clean but not spotless condition. The testimony of the landlord's agent indicates that she cleaned the unit to a standard beyond what was required by the Act. I find that some additional cleaning was required to bring the unit to a reasonably clean condition, but I find that one hour of additional cleaning would have been sufficient.

I award the landlord \$20.00, which represents one hour of cleaning. I find that as the landlord has been only partially successful in the claim, it is appropriate that the parties each bear part of the \$50.00 filing fee paid to bring the application and I order that the tenants bear $\frac{1}{2}$, or \$25.00 of the filing fee.

Conclusion

The landlord has been awarded \$45.00. I order the landlord to retain \$45.00 from the security deposit and I order the landlord to return the balance of \$15.00 to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$15.00. 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: December 17, 2012

Residential Tenancy Branch